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Attorneys for **Appellee,**
Alan Stanly

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re:	)	Case No. 08cv0713 JAH (WMc)
)	
FRANCIS J. LOPEZ,	)	Bankruptcy No. 05-05926-PB7
)	
Debtor.)	
	)	APPELLEE'S SUPPLEMENTAL
FRANCIS J. LOPEZ,	)	APPENDIX
)	
Appellant,	)	VOLUME 2 OF 3
)	
v.	)	Hearing: September 15, 2008
	)	Time: 2:30 p.m.
ALAN STANLY,	)	Department: Courtroom 11
	)	Judge: Hon. John A. Houston
Appellee.)	

Appellee Alan Stanly ("Stanly"), respectfully submits his Appellee's Supplemental Appendix containing excerpts from the record cited in the Appellee's Brief filed concurrently herewith.

Date: August 8, 2008

KEEHN & ASSOCIATES, APC

By: //s// L. Scott Keehn
 L. Scott Keehn
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APPELLEE'S SUPPLEMENTAL APPENDIX
VOLUME 2 OF 3

EXCERPTS OF THE RECORD ON APPEAL
(IN CHRONOLOGICAL ORDER)

TAB NUMBER¹	DESCRIPTION	PAGE NUMBERS
105	Petitioning Creditors' Motion for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor; and (2) Imposing Evidentiary Sanctions Against the Debtor	0152-0153
105-1	Memorandum of Points and Authorities in Support of Motion for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor; and (2) Imposing Evidentiary Sanctions Against the Debtor	0154-0171
105-2	Declaration of L. Scott Keehn in Support of Petitioning Creditors' Motion for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor; and (2) Imposing Evidentiary Sanctions Against the Debtor	0172-0175
105-3	Exhibits A-C to Declaration of L. Scott Keehn	0176-0238
105-4	Exhibits D-I to Declaration of L. Scott Keehn	0239-0294
110	Transcript of Hearing held on 06/25/2007	0295-0314
114	Petitioning Creditors' Motion for an Enforcement Order Imposing Monetary Sanctions Against the Debtor	0315-0316
114-1	Memorandum of Points and Authorities in Support of Motion for an Enforcement Order Imposing Monetary Sanctions Against the Debtor	0317-0323

¹ Tab numbers are also the Docket Number references to the docket for the underlying Bankruptcy Case *In re Francis J. Lopez*, before the United States Bankruptcy Court for the Southern District of California, Case No. 05-05926-PB7.

TAB 105

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

BANKRUPTCY NO. 05-05926-PBINV

Tax I.D. (EIN) #: _____/S.S.#:XXX-XX-____ Alleged Debtor.

NOTICE OF HEARING AND MOTION

TO: Alleged Debtor, Francis J. Lopez, Other Parties in Interest, and their Attorneys of Record

YOU ARE HEREBY NOTIFIED that on June 25, 2007, at 10:30 a.m., in Department No. 4, Room 328 the Jacob Weinberger United States Courthouse, located at 325 West "F" Street, San Diego, California 92101-6991, there will be a hearing regarding the motion of the Petitioning Creditors, for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor in the amount of \$4,242.00; and (2) Imposing Evidentiary Sanctions Against the Debtor.

Any opposition or other response to this motion must be served upon the undersigned and the original and one copy of such papers with proof of service must be filed with the Clerk of the U.S. Bankruptcy Court at 325 West "F" Street, San Diego, California 92101-6991, NOT LATER THAN FOURTEEN (14)¹ DAYS FROM THE DATE OF SERVICE.

DATED: May 24, 2007



//s/ L. Scott Keehn
[Attorney for] Moving Party

¹If you were served electronically or by mail, you have three (3) additional days to take the above-stated actions. **ASA 0152**

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on 24th day of May, 2007, I served a true copy of the within NOTICE OF MOTION AND HEARING, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN ENFORCEMENT ORDER, and DECLARATION OF L. SCOTT KEEHN IN SUPPORT OF MOTION FOR AN ENFORCEMENT ORDER by [describe here mode of service]

FIRST CLASS MAIL

on the following persons [set forth name and address of each person served] and/or as checked below:

☒ Attorney for Debtor (if required):


M. Jonathan Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard St.
Suite 840
Woodland Hills, CA 91367

☐ See attached Service List

<input checked="" type="checkbox"/> For Chpt. 7, 11, & 12 cases:	<input type="checkbox"/> For ODD numbered Chapter 13 cases:	<input type="checkbox"/> For EVEN numbered Chapter 13 cases:
UNITED STATES TRUSTEE Department of Justice 402 West Broadway, Suite 600 San Diego, CA 92101	THOMAS H. BILLINGSLEA, JR., TRUSTEE 530 "B" Street, Suite. 1500 San Diego, CA 92101	DAVID L. SKELTON, TRUSTEE 525 "B" Street, Suite 1430 San Diego, CA 92101-4507

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 24, 2007
(Date)


//s// Mark P. Laemmle
(Typed Name and Signature)

402 West Broadway, Suite 1210
(Address)

San Diego, CA 92101
(City, State, ZIP Code)

ASA 0153

TAB 105-1

1 L. Scott Keehn, SBN 61691
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8 Attorneys for **Petitioning Creditors**

9 **UNITED STATES BANKRUPTCY COURT**
 10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 In Re:

12 FRANCIS J. LOPEZ,

13 Alleged Debtor.

) Case No. 05-05926-PBINV

) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN SUPPORT OF MOTION**
) **FOR AN ENFORCEMENT ORDER:**
) **(1) IMPOSING MONETARY SANCTIONS**
) **AGAINST THE DEBTOR; AND**
) **(2) IMPOSING EVIDENTIARY**
) **SANCTIONS AGAINST THE DEBTOR**

) **[BIFURCATED PHASE II]**

) Date: June 25, 2007

) Time: 10:30 a.m.

) Judge: The Honorable Peter W. Bowie

) Ctrm: 4

19 _____
 20 The Alleged Debtor — Francis J. Lopez ("Lopez") — has failed to fully comply with the
 21 Court's order directing him to supplement his discovery responses by May 21, 2007.¹ Accordingly,
 22 pursuant to Rule 37(b) of the Federal Rules of Civil Procedure ("FRCP"), made applicable to these
 23 proceedings by Rule 9014(c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), Petitioning
 24 Creditors respectfully submit their Motion for an Order from this Court: (1) imposing monetary
 25 sanctions against Lopez in the amount of \$4,242; and (2) imposing evidentiary sanctions against
 26 Lopez.

27 _____
 28 ¹ See, Docket Item # 104.

TABLE OF CONTENTS

1		
2	I.	INTRODUCTION 3
3	II.	FACTUAL AND PROCEDURAL CHRONOLOGY OF LOPEZ’S
4		EXTENSIVE HISTORY OF HINDERING, DELAYING AND REFUSING
5		TO PROVIDE PROPER DISCOVERY RESPONSES DESPITE BEING
6		ORDERED TO DO SO BY THIS COURT 4
7	III.	DISCUSSION 7
8	A.	Sanctions are a Necessary and Appropriate Response to Lopez’s Brazen
9		Disregard of His Discovery Obligations and this Court’s Orders. 7
10	B.	Lopez’s Discovery Abuse is Unfairly Prejudicial to Existing Creditors 8
11	C.	Evidentiary Sanctions Should Now be Imposed 9
12	D.	The Deferred Monetary Sanctions Should Now Be Imposed 13
13	IV.	CONCLUSION 14

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I.

INTRODUCTION

Delays have dangerous ends.

William Shakespeare
Henry VI, Part One
Act III, Scene ii

Francis J. Lopez — Master Scofflaw — is pulling this case and its creditors down the dangerous path of delay by ignoring the Court’s mandate for compliance with his duties to disclose that which unopposed discovery compels. Having paralyzed the case first by his refusal to cooperate and second by his disobedience to the court’s ruling, Lopez remains at liberty to create an unlimited variety of “Priority Gap Claims”² which will slip ahead of all of the pre-petition unsecured creditors. The plight of those creditors is exacerbated by the automatic stay which prevents them from taking any enforcement action to preserve the economic utility of their claims.³ The risks of prejudice are further heightened by the initial delay that was occasioned by the bifurcation of the case — at Lopez’s request — so that the Involuntary Gap Period was necessarily rendered longer than the norm, even before the latest delays were encountered.

What mischief has already occurred behind the shield of delay, and what further mischief may yet occur before the Order for Relief is ultimately entered, is impossible to ascertain. But, what can be seen with absolute clarity is that Lopez will not willingly discharge the duties of a litigant to participate in good faith in this process. He has used his *passive/aggressive* tactic of delay to the prejudice of the creditors, and that prejudice must be truncated so that the *dangerous end* of an expanding pool of priority claims is held in check.

Lopez’s disobedience is particularly troubling because it demonstrates that — beyond his willingness to disobey court mandates — he is impervious to the threat of monetary sanctions. At the hearing conducted on March 12, 2007, this Court made clear on the record: (a) the seriousness of Lopez’s failure to respond to discovery which he never opposed; (b) its willingness to defer the

² See 11 U.S.C. §§ 502(f) and 507(a)(3).

³ See 11 U.S.C. § 362(a).

1 issue of ruling on the requested sanctions of \$4,242; and (c) its intention that the risk of sanctions
2 was to serve as a *Sword of Damocles* suspended above Lopez to motivate compliance. With that
3 in mind, the court then gave him another 30 days — to April 11, 2007 — to fully respond to
4 discovery promulgated five months earlier, on November 3, 2006. In response to the court's clear
5 direction, Lopez provided an anemic and patently deficient set of "supplemental" responses which
6 generated another fruitless round of meet and confer conferences between the parties' attorneys.

7 At the status conference held on May 11, 2007, this Court gave Lopez even more time to
8 supplement his responses – until May 21, 2007. True to form, on the last day for Lopez to
9 respond, he requested, through his attorney, another two business days to provide responses. The
10 request was granted, on the condition that Petitioning Creditors' deadline to file any responsive
11 discovery motion be extended from Friday May 25, 2007 to Monday May 28, 2008. On May 23,
12 2007, Lopez withdrew his request for an extension, and stated that he would not be supplementing
13 his discovery responses.

14 Lopez's cavalier misconduct taunts this Court's threat of monetary sanctions. It is
15 insufferable. It warrants the immediate entry of both monetary and evidentiary sanctions.

16 II.

17 **FACTUAL AND PROCEDURAL CHRONOLOGY OF LOPEZ'S EXTENSIVE HISTORY** 18 **OF HINDERING, DELAYING AND REFUSING TO PROVIDE PROPER DISCOVERY** 19 **RESPONSES DESPITE BEING ORDERED TO DO SO BY THIS COURT**

20 11/03/06: Lopez was served with Petitioning Creditors' First Set of Written Discovery for
21 Phase II (the "Phase II Written Discovery"), consisting of (1) First Phase II
22 Requests for Admission Propounded by Petitioning Creditors [10 Requests];
23 (2) First Phase II Request for Production of Documents by Petitioning Creditors
24 [162 categories of documents]; and (3) First Phase II Interrogatories
25 Propounded by Petitioning Creditors [35 Interrogatories]. Lopez's responses to
the Phase II Written Discovery were due on December 4, 2006.

26 12/03/06: Lopez served "Response to Requests for Admission Propounded to Alleged
27 Debtor Francis J. Lopez (Phase II)." **Lopez's responses were deficient, and**
28 **Lopez failed to verify the responses.**

12/05/06: Lopez served "Response to Interrogatories Propounded to Alleged Debtor Francis J. Lopez (Phase II). **Lopez's responses were deficient, and Lopez failed to verify the responses.** Lopez also served "Response to Requests for Production of Documents." **Lopez's responses were deficient.**

12/13/06: Petitioning Creditors' attorney, L. Scott Keehn, sent a *meet and confer* letter to Lopez's attorney, M. Jonathan Hayes, notifying him of the deficiencies in Lopez's responses to the Phase II Written Discovery.

12/15/06: Attorneys Keehn and Hayes participated in a telephonic *meet and confer* conference wherein the parties agreed that Lopez would provide supplemental responses to the Phase II Written Discovery on or before January 12, 2007.

01/12/07: Deadline for Lopez to provide the promised supplemental responses to the Phase II Written Discovery. **Lopez failed, without explanation, to provide supplemental responses to the Phase II Written Discovery.**

01/19/07: Attorney Keehn sent a follow-up *meet and confer* letter to attorney Hayes requesting an explanation regarding Lopez's failure to provide the promised supplemental responses to discovery, and notifying Lopez of the imminent likelihood of a motion to compel his responses to the Phase II Written Discovery. **Lopez failed, without explanation, to respond to that *meet and confer* letter.**

01/29/07: Petitioning Creditors filed a Motion to Compel responses to the Phase II Written Discovery. **Lopez failed, without explanation, to respond or file an Opposition to that Motion.**

03/10/07: On a Saturday, just two days prior to the scheduled hearing on Petitioning Creditors' Motion to Compel Lopez's responses to the Phase II Written Discovery, attorney Hayes emailed approximately 155 pages of documents to attorney Keehn, purportedly in response to the "First Phase II Request for Production of Documents by Petitioning Creditors." **This last-minute "document dump" was improper because the documents: (1) were not**

responsive to the Requests, (2) were not organized by category of Request, and (3) consisted of at least 103 pages of pleadings filed in the San Diego Superior Court which are already in the Petitioning Creditors' possession. Lopez failed, without explanation, to explain the deficiencies and/or his failure to provide the agreed-upon supplemental responses.

03/12/07: This Court granted Petitioning Creditors' motion to compel Lopez to provide supplemental responses to the Phase II Written Discovery.⁴ The Court ordered Lopez to provide the supplemental responses on or before April 11, 2007. The Court — in open session — indicated that it was deferring its ruling on the request for monetary sanctions of \$4,242 because: (a) it wanted the risk of those sanctions to serve as a *Sword of Damocles* to encourage compliance with the Court's order; and (b) Lopez would have to "work his way out of those sanctions." **Lopez failed, without explanation, to fully comply with this Court's Order.**

04/10/07: Lopez mailed a set of supplemental responses to the Phase II Written Discovery which were patently deficient in that, i.e., they failed to fully respond to the Interrogatories asked, failed to provide facts in support of asserted denials to the Requests for Admissions, and failed to produce responsive documents.

05/11/07: (1) This Court ordered Lopez to file proper supplemental responses to the Phase II Written Discovery on or before May 21, 2007. **Lopez failed to comply with this Court's Order, stating that no further responses will be given.**

(2) Attorneys Keehn and Hayes met and conferred at Mr. Keehn's office regarding the deficiencies in Lopez's supplemental responses to the Phase II Written Discovery. Attorney Hayes requested attorney Keehn set forth the deficiencies in a *meet and confer* letter.

05/14/07: As requested, attorney Keehn sent a *meet and confer* letter via email and first

⁴ See, Docket Item #93.

class United States mail to attorney Hayes which enumerated each and every deficiency in Lopez's supplemental responses to the Phase II Written Discovery.

05/21/07: (1) Deadline for Lopez to supplement his supplemental responses to the Phase II Written Discovery. **Lopez failed to provide supplemental responses as required by this Court's Order.**

(2) After the close of business, at 7:10 P.M., attorney Hayes emailed attorney Keehn a request for two additional days for Lopez to supplement his responses to the Phase II Written Discovery.

05/22/07: Attorney Keehn responded to attorney Hayes' email by granting the requested two-day extension of time, in exchange for a stipulation providing Petitioning Creditors with an extension of time – from May 25, 2007 to May 30, 2007 – to file any necessary discovery motion.

05/23/07: Attorney Hayes emailed attorney Keehn to withdraw Lopez's request for an extension of time, and notify him that Lopez would not be providing any additional responses.

III.

DISCUSSION

A. **Sanctions are a Necessary and Appropriate Response to Lopez's Brazen Disregard of His Discovery Obligations and this Court's Orders.**

Pursuant to FRCP Rule 37(b)(2), made applicable to these proceedings by FRBP Rule 9014(c), this Court has broad discretion to issue appropriate sanctions for Lopez's continued, unreasonable refusal to provide discovery.⁵ Where, as here, an alleged debtor has engaged in a course of conduct clearly designed to avoid his discovery obligations, even the seemingly "harsh" sanction of striking the debtor's answer and adjudicating him a bankrupt is both appropriate and

⁵ *Matter of Visioneering Const.*, 661 F.2d 119, 123 - 124 (9th Cir. 1981); *In re Heritage Bond Litigation*, 223 F.R.D. 527, 530 (Dist. Ct. C.D. Cal. 2004); *In re Williams*, 215 B.R. 289, 299 (Dist. Ct. D.R.I., 1997) ("the choice and severity of the sanction imposed is a matter reserved to the sanctioning court's discretion").

1 necessary to avoid encouraging “a blatant disregard for the discovery mechanism.”⁶ Petitioning
 2 Creditors are willing – for the moment – to stop short of requesting terminating sanctions, and
 3 accept a combination of evidentiary and monetary sanctions (as originally requested) to enable this
 4 case to proceed forward to summary judgment.

5 Lopez’s responses to the Phase II Written Discovery (served on November 03, 2006) were
 6 due on December 4, 2006. Almost six months have now passed since that original production
 7 date, and Petitioning Creditors have yet to receive Lopez’s responses, or even a reasonable
 8 justification for the delay. And that is not because Petitioning Creditors have not been trying. As
 9 set forth in Section II above, Petitioning Creditors made multiple efforts to *meet and confer* with
 10 Lopez before obtaining this Court’s Orders compelling Lopez to provide full and complete
 11 discovery responses. Unfortunately, this Court’s Orders have not had much impact on Lopez. At
 12 this point, Lopez is no longer willing to even feign compliance – e.g., with an eleventh-hour
 13 *document dump* (as he did on March 10, 2007). Instead, his attorney simply emailed notification
 14 to attorney Keehn that no supplemental responses will be provided. Based on that communication,
 15 there appears to be nothing more that either this Court or Petitioning Creditors can do to force
 16 Lopez to provide supplemental discovery responses.

17 **B. Lopez’s Discovery Abuse is Unfairly Prejudicial to Existing Creditors.**

18 Lopez’s strategic delaying of these proceedings unfairly exposes all creditors to
 19 unnecessary prejudice, the extent of which is currently unknown, in that Lopez is free to incur
 20 new debt that will be superior to the claims of all pre-petition creditors due to the priority status
 21 given to gap claims under 11 U.S.C. §502(f), pursuant to 11 U.S.C. §507(a)(3). As we approach
 22 June 30, 2007, which will be the second anniversary of the petition, the specter of an ever-
 23 expanding body of gap claims looms as an ominous threat to the economic utility of the
 24 Bankruptcy remedy sought by the Petitioning Creditors. It is ironic, inequitable and intolerable
 25 that the creditors should continue to be exposed to that peril because Lopez refuses to comply with
 26

27 ⁶ *In re Rice*, 14 B.R. 843, 846 (9th Cir.BAP 1981); *Matter of Visioneering Const.*,
 28 *supra*, 661 F.2d at 123 (court’s order striking alleged debtor’s answer was an appropriate sanction
 since the debtor had “deliberately and obstinately refused to cooperate with discovery requests and
 court orders”).

both his discovery obligations, and the orders of the Court. Lopez's game-playing must stop now so that this estate can proceed toward a fair and orderly administration. At the same time, all creditors deserve to have the prejudice caused by Lopez's willful disregard of the Court's order neutralized. Since there is no way to turn back the hands of time or undo any gap claims that Lopez may have created in his period of non-compliance, evidentiary sanctions is the only way to get this case processed toward the entry of an order for relief.

C. Evidentiary Sanctions Should Now be Imposed.

Since Lopez has now flatly refused to supplement his responses to the Phase II Written Discovery, the following evidentiary sanctions should be imposed pursuant to FRCP 37(b)(2):

Interrogatory No. 1. This Interrogatory requires Lopez to state all facts upon which he based any response to the "Requests for Admissions" which is not an unqualified admission. He failed to do so in support of his denial to Request for Admission Number 5 ("Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of enforcement pending YOUR appeal of that judgment."). Given Lopez's blatant refusal to supplement his response despite the Court's threat of monetary sanctions, the most "appropriate sanction, reasonably related to the subject of discovery that was frustrated by sanctionable conduct," is an evidentiary sanction deeming Lopez's response to Request for Admission Number 5 an unqualified admission.⁷

In *In re Heritage Bond Litigation*, supra, the defendants failed to comply with the court's order to supplement their responses to a request for documents pertaining to an alleged fraudulent transfer of property.⁸ Given the defendants' unreasonable delay and noncompliance, the court issued an evidentiary sanction precluding defendants from defending against the fraudulent transfer cause of action.⁹ Likewise here, given Lopez's unrelenting delay tactics and failure to comply with his discovery obligations and/or this Court's orders, a conclusive evidentiary sanction appears to be the only way this case will be processed forward.

⁷ *In re Heritage Bond Litigation*, supra, 223 F.R.D. at 531.

⁸ *Id.* at 529 & 531.

⁹ *Id.* at 531.

Interrogatory No. 3 This interrogatory states:

Unless YOUR response to each of the “REQUESTS FOR ADMISSIONS” served with these interrogatories is an unqualified admission, then for each response which is not an unqualified admission, state the number of the request, and IDENTIFY all DOCUMENTS, writings and other tangible things that YOU contend support YOUR response.

In his supplemental response to this Interrogatory, Lopez referenced Request for Admission Number 1 (“Admit that you received no cash payments from NOVEON between January 1, 2005, and July 1, 2005”), and identified certain checks he had received as payments from NOVEON – the business owned by him and his wife – during the relevant time period: “Check number 5135 for \$1,000.00 issued by Noveon Systems, Inc. on 1/4/2005; check number 5171 for \$35.00 issued by Noveon Systems, Inc. on 4/26/05.” Copies of these checks have not been produced, despite being requested within the scope of Request for Production 154 and 155 (requesting “any and all DOCUMENTS that are identified or referred to in any of your responses to the INTERROGATORIES [and] REQUEST FOR ADMISSION”). This evidence is essential to the Petitioning Creditors’ ability to establish Lopez’s lack of income to pay his debts as they came due as of the Petition Date. The appropriate sanction for Lopez’s failure to provide that relevant evidence is an evidentiary sanction prohibiting him from producing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of cash payments he received from Noveon during the period between January 1, 2005 and July 1, 2005.¹⁰

Interrogatory No. 4. This Interrogatory states:

IDENTIFY by date, source, and amount, all cash receipts of any kind (including loan proceeds) that YOU received from any source — including but not limited to — NOVEON between January 1 and July 1, 2005.

In Lopez’s supplemental response to this Interrogatory, he identifies four sources of minimal cash (totaling \$1,235.34) for the relevant period, and then makes the vague claim that

¹⁰ *Id.*

“[t]here are other cash receipt transactions that may be responsive to this interrogatory, I am still researching those.” This response is disingenuous given the amount of time Lopez has had to adequately “research” his records for responsive information. The appropriate sanction for this sort of hindering and game-playing is to impose an evidentiary sanction prohibiting Lopez from producing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of cash he received during the period between January 1, 2005 and July 1, 2005, except for the \$1,235.34 already disclosed in his supplemental response.¹¹

Interrogatory No. 5 This interrogatory requires Lopez to identify cash received by his current wife, Madeleine Lopez (with whom he lives), during the period between January 1, 2005 and July 1, 2005. Lopez refuses to provide this information, and instead makes the patently unbelievable claim that “[t]he requested information is not in my possession or control.” Lopez has never even attempted to explain why he is unable to obtain the requested information from his wife with whom he shares a home, a business and bank accounts; or, most significantly, what efforts, if any, he made to obtain the information.

In *In re Heritage Bond Litigation*, supra, the court cited the defendants’ “minimal” efforts to obtain the requested documents from third parties as a basis to issue civil contempt sanctions for their failure to comply with the prior discovery order mandating production.¹² As explained in *In re Heritage Bond Litigation*, supra, the appropriate sanction for this blatant game-playing is to impose an evidentiary sanction prohibiting the proffering of *any* evidence at trial pertaining to that which was not produced during discovery.¹³ Here, that sanction should prohibit Lopez from producing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of cash his wife, Madeleine Lopez, received during the period between January 1, 2005 and July 1, 2005.

///

¹¹ *Id.*

¹² *In re Heritage Bond Litigation*, supra, 223 F.R.D. at 533.

¹³ *Id.* at 531.

Interrogatory Nos. 6 & 11.

These interrogatories seek information pertaining to the nature and scope of mortgage and other obligations owed to Lehman Brothers Bank – the lender who recorded a mortgage against the Florida residence which Lopez shares with his wife, Madeleine Lopez – and any payments made on those obligations. In response, Lopez has continually asserted that he either has no responsive information, or “[a]ny responsive documents are not in my possession or control.” He has never explained that response by indicating who might, or in fact does, have possession or control of the requested information; or, most significantly, what efforts, if any, he made to obtain the responsive information and/or documents.

Since the requested information is sought to establish that, as of the Petition Date, Lopez was not in fact paying his debts as they came due, the appropriate sanction for his refusal to provide information relevant to that issue, is to impose an evidentiary sanction prohibiting Lopez from producing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of the obligations owed to Lehman Brothers Bank, and/or any payments being made on those obligations prior to the Petition Date.¹⁴

Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 & 34.

These Interrogatories requested information pertaining to the payments on obligations owed to the following creditors: American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas B. Gorrill. Specifically, the Interrogatories stated:

With respect to any or all debts that YOU OWED to [identified creditor] as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Lopez’s original response to all of these Interrogatories was to object on the grounds that the question was “vague.” He then failed to make a reasonable effort to provide the requested information, and instead feigned compliance with this Court’s Order with irrelevant and non-

¹⁴ *Id.*

responsive answers which, i.e., referred to payments made post-petition (which are not relevant to this Phase of the proceedings), claimed there was “no way to determine” the requested information, or asserted that after reviewing his unidentified “records” he did not believe he owed that creditor anything on the Petition Date.

The requested information is essential to Petitioning Creditors’ ability to establish that, as of the Petition Date, Lopez was not paying his debts as they came due. Since it is now obvious that Lopez is not going to provide that essential information with respect to these creditors (and at this point it is no longer possible to provide a response that is timely in any sense of the word), the necessary and appropriate action is for this Court to impose an evidentiary sanction prohibiting Lopez from producing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of: (a) the obligations owed to: American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas B. Gorrill as of the Petition Date; and/or (b) any payments made on those obligations.¹⁵

D. The Deferred Monetary Sanctions Should Now Be Imposed.

In its Order,¹⁶ dated March 12, 2007, this Court deferred ruling on Petitioning Creditors’ request for monetary sanctions as set forth in their Motion to compel Lopez’s responses to the Phase II Written Discovery.¹⁷ Since then, Lopez has engaged in a *gamesman-like* series of supplemental activities calculated to create the illusion of attempted compliance without ever yielding up a meaningful or good-faith response. It is conduct more calculated to exhaust the Petitioning Creditors’ resolve than to facilitate the *quest for truth* that is the over-arching purpose of all civil litigation, and the function of the discovery rules. It is a course of conduct that dramatically underscores the need for meaningful sanctions for Lopez’s chronic failure to fulfill his duties as a litigant. These sanctions only compensate for the burden of first bringing a

¹⁵ *Id.*

¹⁶ See, Docket Item #93.

¹⁷ See, Docket Item #91.

1 compliance motion, and do not address the further prejudice occasioned by the continuing failure
2 to provide obligatory discovery responses . That prejudice can only be remedied by imposition of
3 the evidentiary sanctions requested above.

4 Petitioning Creditors hereby renew their request for monetary sanctions in the amount of
5 \$4,242, consisting of the attorneys' fees incurred by Petitioning Creditors in bringing that Motion,
6 as though fully set forth herein.

7 **IV.**

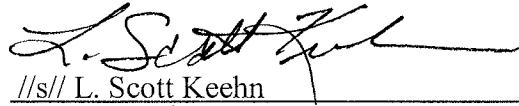
8 **CONCLUSION**

9 Based on all of the foregoing, Petitioning Creditors respectfully request that this Court
10 issue an Order imposing evidentiary sanctions, and monetary sanctions against Lopez in the
11 amount of \$4,242, as set forth in the proposed Order attached hereto, marked Exhibit 1.

12
13 Dated: May 24, 2007

KEEHN & ASSOCIATES
A Professional Corporation

14
15
16 By:


//s// L. Scott Keehn
L. Scott Keehn
Attorneys for **Petitioning Creditors**

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ASA 0167

EXHIBIT 1

Name, Address, Telephone No. & I.D. No.
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 Leslie F. Keehn, SBN 199153
 KEEHN & ASSOCIATES, APC
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 San Diego, California 92101
 Telephone: (619) 400-2200

Attorneys for **Petitioning Creditors**

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF CALIFORNIA
 325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

Alleged Debtor.

BANKRUPTCY NO. 05-05926-PBINV

Date of Hearing: June 25, 2007

Time of Hearing: 10:30 a.m.

Name of Judge: Hon. Peter W. Bowie

ORDER:

(1) GRANTING PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT ORDER IMPOSING DISCOVERY SANCTIONS; (2) IMPOSING MONETARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ IN THE AMOUNT OF \$4,242.00; AND (3) IMPOSING EVIDENTIARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 3 with exhibits, if any, for a total of 3 pages, is granted. Motion Docket Entry No. ____.

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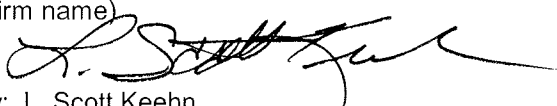
DATED:

 Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:
KEEHN & ASSOCIATES, APC

(Firm name)


 By: L. Scott Keehn

Attorney for ☒ Movant ☐ Respondent

ASA 0169

(1) GRANTING PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT ORDER IMPOSING DISCOVERY SANCTIONS; (2) IMPOSING MONETARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ IN THE AMOUNT OF \$4,242.00; AND (3) IMPOSING EVIDENTIARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ

ALLEGED DEBTOR: FRANCIS J. LOPEZ

CASE NO:05-05926-PBINV

Petitioning Creditors' Motion for an Enforcement Order Imposing Discovery Sanctions against Alleged Debtor Francis J. Lopez (the "Motion") came on regularly for hearing on June 25, 2007, at 10:30 a.m. in department 4 of the above-entitled Court located at 325 West "F" Street, San Diego, California, the Honorable Peter W. Bowie presiding. Appearances were made by the firm of Keehn & Associates, APC, by L. Scott Keehn, on behalf of Petitioning Creditors; and the Law Office of M. Jonathan Hayes, by M. Jonathan Hayes on behalf of Alleged Debtor, Francis J. Lopez ("Lopez"), in opposition to the Motion.

The Court, having previously considered all of the pleadings, papers, requests, declarations and arguments submitted by the parties in support of their positions, and, good cause therefore appearing,

IT IS HEREBY ORDERED that:

- (1) The Motion for an Enforcement Order Imposing Discovery Sanctions Against Alleged Debtor Francis J. Lopez is granted;
- (2) It is further and specifically ordered that, within 20 days of the entry of this Order, Alleged Debtor Francis J. Lopez ("Lopez") shall pay monetary sanctions to Petitioning Creditors, through their attorneys, Keehn & Associates, APC, in the amount of \$4,242.00;
- (3) It is further and specifically ordered that the following evidentiary sanctions shall apply to any and all further proceedings in this case:
 - (A) Phase II Request for Admission Number 5 is deemed admitted; and Lopez is prohibited from denying any aspect of the statement set forth in "Request for Admission Number 5" in the "First Phase II Requests for Admission Propounded by Petitioning Creditors," served on Lopez on November 3, 2006;
 - (B) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of receiving cash payments from Noveon Systems, Inc. during the period between January 1, 2005 and July 1, 2005;
 - (C) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of receiving any cash from any source during the period between January 1, 2005 and July 1, 2005, except for the \$1,235.34 he disclosed in his supplemental response to Interrogatory Number 4 in the "First Phase II Interrogatories Propounded by Petitioning Creditors," served on Lopez on November 3, 2006.

ASA-0170

(1) GRANTING PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT ORDER IMPOSING DISCOVERY SANCTIONS; (2) IMPOSING MONETARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ IN THE AMOUNT OF \$4,242.00; AND (3) IMPOSING EVIDENTIARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ

ALLEGED DEBTOR: FRANCIS J. LOPEZ

CASE NO:05-05926-PBINV

3, 2006;

- (D) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of any cash his wife, Madeleine Lopez, received from any source during the period between January 1, 2005 and July 1, 2005;
- (E) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of the obligations owed to Lehman Brothers Bank, and/or any payments being made on those obligations prior to the Petition Date; and
- (F) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of paying as they became due the obligations he owed to any of the following entities or persons: American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas B. Gorrill, as of the Petition Date.

ASA 0171

TAB 105-2

1 L. Scott Keehn, SBN 61691
2 Leslie F. Keehn, SBN 199153
3 **KEEHN & ASSOCIATES**
4 A Professional Corporation
5 402 West Broadway, Suite 1210
6 San Diego, California 92101
7 Telephone: (619) 400-2200

8 Attorneys for **Petitioning Creditors**

9 **UNITED STATES BANKRUPTCY COURT**
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 In Re:

12 FRANCIS J. LOPEZ,

13 Alleged Debtor.

) Case No. 05-05926-PBINV

) Involuntary Chapter 7

) **DECLARATION OF L. SCOTT KEEHN IN**
) **SUPPORT OF PETITIONING**
) **CREDITORS' MOTION FOR AN**
) **ENFORCEMENT ORDER: (1) IMPOSING**
) **MONETARY SANCTIONS AGAINST THE**
) **DEBTOR; AND (2) IMPOSING**
) **EVIDENTIARY SANCTIONS AGAINST**
) **THE DEBTOR**

) **[BIFURCATED PHASE II]**

) Date: June 25, 2007

) Time: 10:30 a.m.

) Judge: The Honorable Peter W. Bowie

) Ctrm: 4

21
22 I, L. Scott Keehn, declare:

23 1. I am an attorney at law, duly licenced to practice before all courts of this State, and
24 before the United States District Court for the Southern District of California. I am a shareholder
25 of the firm Keehn & Associates APC, attorneys of record for Petitioning Creditors. I have
26 personal knowledge of the factual matters stated herein.

27 2. On November 03, 2006, my office served Lopez with Petitioning Creditors' First
28 Set of Written Discovery for Phase II (the "Phase II Written Discovery"), consisting of: (1) First

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ASA 0172

1 Phase II Requests for Admission Propounded by Petitioning Creditors [10 Requests]; (2) First
2 Phase II Request for Production of Documents by Petitioning Creditors [162 categories of
3 documents]; and (3) First Phase II Interrogatories Propounded by Petitioning Creditors [35
4 Interrogatories]. True and correct copies of the Phase II Written Discovery are attached hereto,
5 marked Exhibits A, B and C respectively. Lopez's responses were due on December 4, 2006.

6 3. On December 03, 2006, Lopez served his "Response to Requests for Admission
7 Propounded to Alleged Debtor Francis J. Lopez (Phase II)." **Lopez's responses were deficient,
8 and Lopez failed to verify the responses.**

9 4. On December 05, 2006, Lopez served his "Response to Interrogatories Propounded
10 to Alleged Debtor Francis J. Lopez (Phase II). **Lopez's responses were deficient, and Lopez
11 failed to verify the responses.** At the same time, Lopez served his "Response to Requests for
12 Production of Documents." **Lopez's responses were deficient.**

13 5. On December 13, 2006, I sent a *meet and confer* letter to Lopez's attorney, M.
14 Jonathan Hayes, notifying him of the deficiencies in Lopez's responses to the Phase II Written
15 Discovery.

16 6. On December 15, 2006, attorney Hayes and I participated in a telephonic *meet and*
17 *confer* conference wherein the parties agreed that Lopez would provide supplemental responses to
18 the Phase II Written Discovery on or before January 12, 2007.

19 7. On January 12, 2007 – the Deadline for Lopez to provide the promised
20 supplemental responses to the Phase II Written Discovery – **Lopez failed, without explanation,
21 to provide supplemental responses to the Phase II Written Discovery.**

22 8. On January 19, 2007, I sent a follow-up *meet and confer* letter to attorney Hayes
23 requesting an explanation regarding Lopez's failure to provide the promised supplemental
24 responses to discovery, and notifying Lopez of the imminent likelihood of a motion to compel his
25 responses to the Phase II Written Discovery. **Lopez failed, without explanation, to respond to
26 that *meet and confer* letter.**

27 9. On January 29, 2007, Petitioning Creditors filed a Motion to Compel responses to
28 the Phase II Written Discovery. **Lopez failed, without explanation, to respond or file an**

1 **Opposition to that Motion.**

2 10. On March 10, 2007 – a Saturday, just two days prior to the scheduled hearing on
3 Petitioning Creditors’ Motion to Compel Lopez’s responses to the Phase II Written Discovery –
4 attorney Hayes emailed me approximately 155 pages of documents, purportedly in response to the
5 “First Phase II Request for Production of Documents by Petitioning Creditors.” **This last-minute**
6 **“document dump” was improper because the documents: (1) were not responsive to the**
7 **Requests, (2) were not organized by category of Request, and (3) consisted of at least 103**
8 **pages of pleadings filed in the San Diego Superior Court which are already in the Petitioning**
9 **Creditors’ possession. Lopez failed, without explanation, to explain the deficiencies and/or**
10 **his failure to provide the agreed-upon supplemental responses.**

11 11. On March 12, 2007, I appeared at the hearing during which this Court granted
12 Petitioning Creditors’ motion to compel Lopez to provide supplemental responses to the Phase II
13 Written Discovery.¹ The Court ordered Lopez to provide the supplemental responses on or before
14 April 11, 2007. The Court — in open session — indicated that it was deferring its ruling on the
15 request for monetary sanctions of \$4,242 because: (a) it wanted the risk of those sanctions to serve
16 as a *Sword of Damocles* to encourage compliance with the Court's order; and (b) Lopez would
17 have to “work his way out of those sanctions.”

18 12. On April 10, 2007, Lopez mailed my office a set of supplemental responses to the
19 Phase II Written Discovery which were patently deficient in that, i.e., they failed to fully respond
20 to the Interrogatories asked, failed to provide facts in support of asserted denials to the Requests
21 for Admissions, and failed to produce responsive documents. True and correct copies of Lopez’s
22 supplemental responses are attached hereto marked Exhibits D, E and F.

23 13. On May 11, 2007, the parties, through their counsel, attended a status conference
24 wherein this Court ordered Lopez to file proper supplemental responses to the Phase II Written
25 Discovery on or before May 21, 2007. Later that afternoon, I met with attorney Hayes at my office
26 regarding the deficiencies in Lopez’s supplemental responses to the Phase II Written Discovery.

27
28 ¹ See, Docket Item #93.

1 Attorney Hayes requested that I set forth the deficiencies in a *meet and confer* letter to him.

2 14. As requested, on May 14, 2007, I sent a *meet and confer* letter via email and first
3 class United States mail to attorney Hayes which enumerated each and every deficiency in Lopez's
4 supplemental responses to the Phase II Written Discovery. A true and correct copy of that letter is
5 attached hereto, marked Exhibit G.

6 15. After the close of business, at 7:10 P.M., on May 21, 2007 – the deadline for Lopez
7 to supplement his supplemental responses to the Phase II Written Discovery – attorney Hayes
8 emailed me a request for two additional days for Lopez to supplement his responses to the Phase II
9 Written Discovery. The next morning, on May 22, 2007, I responded to attorney Hayes' email by
10 indicating that I would grant the requested two-day extension of time, in exchange for a stipulation
11 providing Petitioning Creditors with an equivalent two-business-day extension of time – from May
12 25, 2007 to May 30, 2007 – to file any necessary discovery motion. A true and correct copy of that
13 email correspondence is attached hereto, marked Exhibit H.

14 16. On May 23, 2007, attorney Hayes sent me an email wherein he withdrew Lopez's
15 request for an extension of time, and notified me that Lopez would not be providing any additional
16 responses to the Phase II Written Discovery. A true and correct copy of that email correspondence
17 is attached hereto, marked Exhibit I.

18 I declare under penalty of perjury under the laws of the United States that the foregoing is
19 true and correct, and that this Declaration was executed this 24th day of May, 2007, at San Diego,
20 California.



/s/ L. Scott Keehn
L. Scott Keehn

TAB 105-3

EXHIBIT A

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Attorneys for **Petitioning Creditors**

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re:	) Case No. 05-05926-PBINV
FRANCIS J. LOPEZ	) Involuntary Chapter 7
Alleged Debtor	) FIRST PHASE II REQUESTS FOR
	) ADMISSION PROPOUNDED BY
	) PETITIONING CREDITORS
	) [No Hearing Required]
	) Judge: Hon. Peter W. Bowie

PROPOUNDING PARTY: Petitioning Creditors
RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor
SET NUMBER: ONE (1)/ Phase II.

The Petitioning Creditors hereby propound the following Requests for Admissions upon Francis J. Lopez, The Alleged Debtor, and demands his response under oath within thirty (30) days from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure ("FRCP") which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal Rules of Bankruptcy Procedure.

/////

1 **DUTY TO ADMIT OR PROVIDE ACCURATE AND DETAILED RESPONSE**

2 The fundamental purpose of the discovery rules is to ensure the "just, speedy, and
3 inexpensive determination of every action." FRCP Rule 1. In light of that purpose, a party "may
4 not view requests for admission as a mere procedural exercise requiring minimally acceptable
5 conduct." *Marchand v. Mercy Medical Center*, 22 F.3d 933, 936 (9th Cir. 1994); *see also, In re*
6 *Pizante*, 186 B.R. 484, 489 (9th Cir.BAP 1995) ("The rule governing requests for admissions was
7 designed to reduce the burden of litigation...Rule 36 encourages admissions...").

8 FRCP Rule 36 requires that answers specifically deny the request or set forth in detail the
9 reasons why the answering party cannot truthfully admit or deny the matter. Denials must fairly
10 meet the substance of the requested admission, and when good faith requires that a party qualify an
11 answer or deny only part of the matter of which an admission is requested, the party shall specify
12 so much of it as true and qualify or deny the remainder. An answering party may not give lack of
13 information or knowledge as a reason for failure to admit or deny unless the party states that the
14 party has made reasonable inquiry concerning the matter in the particular request, and that the
15 information known or readily obtainable by the party is insufficient to enable the party to admit the
16 matter.

17 Failure to properly respond to a request for admission in accordance with the principles set
18 forth above may result in the matter being deemed admitted. *Asea, Inc. v. Southern Pac. Transp.*
19 *Co.*, 669 F.2d 1242, 1245 (9th Cir. 1982). The Ninth Circuit has explained this result as follows:

20 It is undisputed that failure to answer or object to a proper request
21 for admission is itself an admission: the Rule itself so states. It is
22 also clear that an evasive denial, one that does not "specifically deny
23 the matter," or a response that does not set forth "in detail" the
24 reasons why the answering party cannot truthfully admit or deny the
25 matter, may be deemed an admission.... We hold, therefore, that a
26 response which fails to admit or deny a proper request for admission
27 does not comply with the requirements of Rule 36(a) if the
28 answering party has not, in fact, made "reasonable inquiry," or if
information "readily obtainable" is sufficient to enable him to admit
or deny the matter. A party requesting an admission may, if he [or
she] feels these requirements have not been met, move to determine
the sufficiency of the answer, to compel a proper response, or to
have the matter ordered admitted. (See *Asea, Inc. v. Southern Pac.*
Transp. Co., 669 F.2d at 1245 & 1247.)

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the following interrogatories upon Francis J. Lopez, and demand response under oath within thirty (30) days from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure ("FRCP") which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal Rules of Bankruptcy Procedure.

DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes, presentations, telegrams, telephone conversations and all other written, oral or electronic

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transmission of information.

6. The term "CREDIT FACILITY" means every form of agreement, written or oral, by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes, without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

7. The term "DOCUMENT" means and includes all originals — and any copies that differ in any way from the original — of any kind of written, typewritten, printed or recorded material or computer files, DOCUMENTS or records whatsoever, regardless of the source or author thereof, including, without limitation, any writing, filed for reporting or other purposes with the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence, telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports, analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets, logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts, diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock ledgers for all forms and types of securities, minutes of directors, shareholder or committee meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices, charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists, deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates, permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies, extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28 U.S.C.A., and any copies of such material if YOU do not have control or possession of the original.

8. The term "FINANCIAL STATEMENT" means and refers to every form of DOCUMENT, including, but not limited to a written report, which quantitatively describes the financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

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DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet, a statement of cash flows, and a statement of equity.

9. The term "IDENTIFY" when used herein means to describe the requested information to the fullest extent possible, which would include, but is not limited to, furnishing such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT, or thing that may be in the possession of any PERSON identified in Your response to that interrogatory. Without limiting the generality of the foregoing:

A. When used in reference to a PERSON the definition includes, but is not limited to, a requirement to disclose the full legal name of the PERSON, all business or trade names known to have been used by the PERSON at any time, the address of the PERSON's residence (where they are a natural PERSON, or principal place of business if not), and all telephone numbers where the PERSON may be reached during usual daytime business hours;

B. When used with reference to a DOCUMENT or DOCUMENT the definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted, or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical location, and the name and address of the PERSON or PERSONS with custody of the DOCUMENT or DOCUMENT; and

C. When used with reference to a tangible thing, the definition includes, but is not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist) which identifies the thing, the address at which the thing is customarily is located, and the name and address of the PERSON or PERSONS who have custody or control of the thing.

D. When used with reference to an account maintained at a bank, credit union or similar financial institution includes, but is not limited to the duty to disclose the name and address of the institution, the account number (or numbers) and the dates during which the account was maintained.

10. The term the "INTERROGATORIES" means and refers to the "First Phase II Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be

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1 YOUR spouse at all times from the period commencing January 1, 2002, through and including
2 the present.

3 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

4 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one
5 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

6 14. The term "PERSON" means any individual (natural PERSON), corporation,
7 organization, association, partnership, limited partnership, limited liability company, firm, joint
8 venture, trust, governmental body, agency, governing board, department or division, or any other
9 entity.

10 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
11 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
12 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
13 or YOUR family with goods or services ON CREDIT, and includes without limitation a
14 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
15 or diagnoses that are kept in the course of regularly conducted PERSONal, household, or family
16 activity.

17 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
18 in that certain civil action that was pending before the Superior Court of the State of California for
19 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
20 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
21 regarding appointment of Richard M Kipperman as receiver," and the order approving and
22 adopting it which was entered on April 22, 2003.

23 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
24 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
25 referring to, or dealing with.

26 18. The term "RELATIVE" means any individual related by affinity or consanguinity
27 within the third degree of consanguinity or affinity as determined by common law or any
28 individual in a step or adoptive relationship within such third degree.

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19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently herewith.

20. The term the "RESIDENCE" means and refers to that single family dwelling commonly known as 310 Sand Myrtle Trail, Destin, Florida.

21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered by the Superior Court of the State of California, for the County of San Diego, on or about September 20, 2004.

22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

23. The term "YOU OWED" when used in connection with a particular creditor means and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain as to liability or amount.

24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include all payments that YOU personally made or caused to be made, and all payments that were made by any other person or entity.

SPECIAL INSTRUCTIONS

1. YOUR written response to each request shall first IDENTIFY and quote the request in full. Upon request, YOU will be electronically provided with a copy of these requests in their Word Perfect form to facilitate your compliance with this requirement.

REQUESTS FOR ADMISSION

Request for Admission No. 1.:

Admit that you received no cash payments from NOVEON between January 1, 2005, and July 1, 2005.

Request for Admission No. 2.:

Admit that YOU were not employed by any PERSON or entity other than NOVEON,

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

1 between January 1, 2005, and July 31, 2005.

2 Request for Admission No. 3.:

3 Admit that YOU were not engaged as an independent contractor for any PERSON or entity
4 other than NOVEON between January 1, 2005, and July 31, 2005.

5 Request for Admission No. 4.:

6 Admit that YOU had no contractual relationship of any kind that entitled YOU to receive
7 remuneration of any kind based upon services that YOU rendered at any time between January 1,
8 2005, and July 31, 2005.

9 Request for Admission No. 5.:

10 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
11 enforcement pending YOUR appeal of that judgment.

12 Request for Admission No. 6.:

13 Admit that at some time after June 14, 2004, and before June 14, 2005, the RESIDENCE
14 was refinanced.

15 Request for Admission No. 7.:

16 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
17 caused Richard M Kipperman to be appointed as the receiver of Prism, in the PRISM
18 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

19 Request for Admission No. 8.:

20 Admit that YOU have not paid any of the fees that were awarded to Richard M Kipperman
21 on account of services rendered and costs advanced in the PRISM RECEIVERSHIP.

22 Request for Admission No. 9.:

23 Admit that YOU have filed no objection to any of the fees requested by Richard M
24 Kipperman on account of services rendered and costs he has advanced in connection with the
25 PRISM RECEIVERSHIP.

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1 Request for Admission No. 10.:

2 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
3 Technologies, Inc. ("Prism"), incurred under agreements "Equipment Lease Agreement" by and
4 between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

5

6 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

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By: 

L. Scott Keehn
Attorneys for
Petitioning Creditors

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ASA 0185

EXHIBIT 1

F I L E D

Clerk of the Superior Court

APR 22 2003

By: T. Dietrich

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NORTH COUNTY BRANCH

PRISM AND PRISM ADVANCED
TECHNOLOGIES, INC.,

PLAINTIFFS,

v.

ALAN STANLY,

DEFENDANT.

CASE No. GIN 028765

STIPULATION REGARDING APPOINTMENT OF
RICHARD KIPPERMAN AS RECEIVER.

JUDGE: HON. DAVID W. RTAN
JOEL M. PRESSMAN

WHEREAS, Prism and Prism Advanced Technologies, Inc. ("Plaintiffs") obtained a workplace violence temporary restraining order against Defendant Alan Stanly on April 3, 2003 which is attached hereto as Exhibit 1;

WHEREAS, Defendant and Francis Lopez ("Lopez") are each 50% shareholders of Plaintiffs

WHEREAS, the parties have stipulated and agreed that Richard Kipperman shall be appointed as a Receiver;

NOW, THEREFORE, IT IS STIPULATED BY THE PARTIES, by and through their undersigned counsel as follows:

1. That Richard Kipperman ("Kipperman") shall be appointed as the Receiver for Plaintiffs effective immediately;

3. That Kipperman shall have the customary immunities and rights as a

017.216527.

STIPULATION
CASE NO. GIN 028765

Court's Ex. 22
Case # 10851324
Rec'd 05-30-06
7:55
Dept 21 Clk ASA 0187

PER 21 2003 2:08PM

FIS: ACH & FISCHBACH

31027 394

P.3

Receiver, as determined by the Court, which shall include, but not be limited to the rights set forth below;

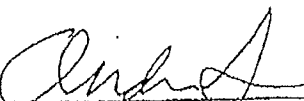
4. That Kipperman's compensation shall be \$325.00 per hour and any requirement of a bond shall be waived.

5. Counterpart signatures by facsimile are acceptable.

Date: 4/21/03

Poley & Lardner

By: —


Andrew Serwin
Attorneys for Plaintiff

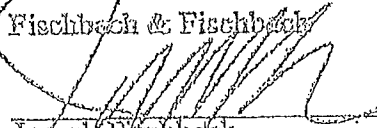
Weintraub & Dillon

By:

Timothy Dillon
Nadya Spivack
Attorneys for Defendants

Fischbach & Fischbach

By:


Joseph Fischbach
Attorneys for Francis Lopez

IT IS HEREBY ORDERED:

Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers, rights, duties and obligations set forth below and that his compensation shall be \$325.00 per hour and any requirement of a bond shall be waived.

IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the receiver shall be authorized and empowered to:

1. Take possession and continue in possession of all Plaintiffs' business, together with all personal property of the Plaintiffs, INCLUDING BUT NOT

017.216527.

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STIPULATION
CASE NO. GIN 028765

ASA 0188

From: WEINTRAUBDILLON PC

858 259 2868

04/08/2003 13:34 #299 P.002/002

1 Receiver, as determined by the Court, which shall include, but not be limited to the rights
2 set forth below;

3 4. That Kipperman's compensation shall be \$325.00 per hour and any
4 requirement of a bond shall be waived.

5 5. Counterpart signatures by facsimile are acceptable.

6 Date: Foley & Lardner

7

8 By: Andrew Serwin
9 Attorneys for Plaintiff

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11 Weintraub & Dillon

12

13 By: Timothy Dillon
14 Nadya Spivack
15 Attorneys for Defendants

16

17 Fischbach & Fischbach

18

19 By: Joseph Fischbach
20 Attorneys for Francis Lopez

21

22 IT IS HEREBY ORDERED:

23

24 Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and
25 Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers,
26 rights, duties and obligations set forth below and that his compensation shall be \$325.00
27 per hour and any requirement of a bond shall be waived.

28

IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the
receiver shall be authorized and empowered to:

1.

Take possession and continue in possession of all Plaintiffs' business,
together with all personal property of the Plaintiffs, INCLUDING BUT NOT

1 LIMITED TO inventory, fixtures, goods, documents, patents, trademarks, software,
2 copyrights, books, records, papers and accounts of the businesses relating thereto
3 (collectively the "Business Property");

4 2. Execute and file a receiver's oath;

5 3. After qualifying, the receiver shall take possession of and manage the
6 Business Property, shall collect the income from the Business Property, shall care for the
7 Business Property and may incur the expenses necessary for that care, and may change
8 the lock on the business premises;

9 4. Within 30 days after taking possession of Plaintiff's property subject to this
10 order, the receiver shall file an inventory itemizing all personal property of the Plaintiffs
11 which he has taken possession of and shall promptly file supplemental inventories of any
12 personal property of the Plaintiffs consequently coming into the receivership estate;

13 5. The receiver shall not enter into an agreement with any party to this
14 stipulation about the administration of the receivership or about any post receivership
15 matter without the express written consent of all parties hereto;

16 6. The receiver shall expend money coming into his possession to operate and
17 preserve the Business Property and only for the purposes authorized in this order. Unless
18 the Court orders otherwise, the receiver shall to the extent practical hold the balance in
19 interest-bearing accounts in accordance with Cal. Civ. Proc. §569.

20 7. Subject to further orders of this Court, the receiver is appointed for the
21 purpose of conducting the business of Plaintiffs.

22 8. The receiver is not required to incur any ongoing expenses necessary in
23 such operation, management and control in the ordinary and usual course of business.
24 The receiver shall not be required to do anything to incur the risks and obligations
25 ordinarily incurred by owners, managers and operators of similar properties and no such
26 risks or obligations so incurred shall be the personal risk or obligation of the receiver. If
27 any such risk or obligation is incurred, then it shall only be the risk or obligation of the
28 receivership estate;

1 9. Collect monies from or liquidate appropriate contracts for the businesses
2 and maintenance of the subject businesses;

3 10. Employ agents and employees as the receiver believes, in his business
4 judgment, necessary to carry out his duties as the receiver and to pay said agents and
5 employees at ordinary and usual rates and prices pursuant to appropriate contracts out of
6 the funds that shall come into his possession as receiver;

7 11. Rent/lease from time to time any part of the subject businesses, provided
8 however any new or rollover leases or tenant improvements are to be pre-approved in
9 writing by the Court;

10 12. The receiver may establish accounts at any financial institutions insured by
11 an agency of the United States government that are not parties to this proceeding, deposit
12 into those accounts funds received in connection with the Business Property and shall
13 deposit in interest-bearing accounts money not expended for receivership purposes;

14 13. The receiver and the parties hereto may, at any time, apply to this Court for
15 further instructions and orders and for additional powers necessary to enable the receiver
16 to perform the receiver's duties property;

17 14. Collect and receive all rents, subrents, earnings, income issues, profits,
18 revenues and royalties from the Business Property;

19 15. Employ appropriate professionals, subject to further court order, to
20 prosecute all actions for the collection of rents or monies due to subject businesses, for
21 the removal of tenants in default or third parties in default on monies due subject
22 businesses and to recover possessions thereof;

23 16. Subject to further court order, institute and prosecute all suits as may
24 reasonably be necessary in the judgment of the receiver to protect the subject businesses
25 and to defend all such suits and actions as may be instituted against him as a receiver;

26 17. Obtain and pay a reasonable price for lawful licenses and to the extent
27 permitted by law exercise privileges of any existing license issued in connection with the
28 subject property or any business transacted thereon until further order of the court and to

1 do all things necessary to protect and maintain said licenses;

2 18. Provide at a minimum, monthly reports or at Kipperman's discretion should
3 exigent circumstances arise, Kipperman may issue weekly reports to all parties of all
4 funds, information and records obtained by receiver;

5 19. Maintain adequate insurance over the subject business to the same extent
6 and in the same manner as it previously has been insured or as in the judgment of the
7 receiver as may seem fit and proper and to cause all presently existing policies to be
8 amended by adding himself and the receivership estate as an additional insured. To the
9 extent there is inadequate insurance and/or insufficient funds in the receivership estate to
10 procure adequate insurance, the receiver is directed to immediately petition the court for
11 instructions. During the period in which the subject businesses are uninsured or
12 underinsured, the receiver shall not be personally responsible for any claims arising
13 therefore;

14 20. Prepare and deliver to all parties an initial and then, at a minimum monthly
15 interim statements, or at Kipperman's discretion should exigent circumstances arise,
16 Kipperman may issue weekly interim statements of monies received and disbursed and of
17 the receiver's ordinary fees and expenses, including those of his employees and court-
18 approved professionals, which statements shall be accompanied by notice which advises
19 parties that any objections thereto must be made in writing within 10 days. Upon
20 completion of an interim statement and mailing such statements to the parties respective
21 attorneys of record or any other designated person or agent, the receiver may pay from
22 receivership estate funds, if any, the amount of said statement owed to the receiver.
23 Despite the periodic payment of receiver's fees and administrative expenses, said fees
24 and expenses shall be submitted to the court for its approval and confirmation in the form
25 of either a noticed interim request for fees, a stipulation among the parties or the
26 receiver's final account and report;

27 21. In addition to all of the powers set forth herein, the receiver is hereby
28 vested with all of the general powers of receivers in cases of this kind, subject to the

1 direction of this court and the receiver shall from time to time file with the court detailed
2 reports and accountings pertaining to the conduct of the receivership and all monies
3 received and expended by the receiver or its agents; and

4 22. Receiver may generally do such other things as are necessarily incidental to
5 these foregoing specific powers, directions and general authority and to take actions
6 relating to the subject businesses provided that the receiver obtains prior court approval
7 for any actions beyond the scope contemplated herein.

8 IT IS HEREBY FURTHER ORDERED that Plaintiffs, AND Defendant and each
9 of their respective agents, partners, managers, attorneys, employees, assignees,
10 successors, representatives and all persons acting under, in concert with or for them:

11 A. Shall relinquish and immediately turnover possession of all business
12 PROPERTY to the receiver upon service of this order;

13 B. Shall turn over to the receiver and direct all managers, employees
14 and other third parties in possession thereof to turn over all keys, leases, books, records,
15 books of account, ledgers, operating statements, budgets, real estate tax bills, phone
16 records, cell phone records, credit card statements, and all other business records relating
17 to the subject businesses, wherever located, and in whatever mode maintained, including
18 information contained on computers and any and all software relating thereto, as well as
19 all banking records, statements and canceled checks;

20 C. Shall turn over to the receiver all documents which pertain to all
21 licenses, permits or government approvals relating to the subject businesses and shall
22 immediately advise the receiver of its federal tax payer identification number used in
23 connection with the operation of the subject businesses;

24 D. Shall immediately advise the receiver as to the nature and extent of
25 insurance coverage for the subject businesses. The parties hereto shall immediately name
26 the receiver as an additional insured on the insurance policies for the period that receiver
27 shall be in possession of the property. The parties hereto are prohibited from canceling,
28 reducing or modifying any and all insurance coverage currently in existence with respect

1 to the subject businesses; and

2 E. The parties hereto, and each of them, and their respective agents,
3 servants, employees, attorneys, partners and all other persons in concert with them, shall
4 immediately turn over as of the date of this order to the receiver any monies (including,
5 but not limited to, security deposits, prepaid rent; or funds in management bank accounts
6 for the subject businesses) which represent rental or lease payments with respect to the
7 business property, which are received, or have been received, by the parties hereto in
8 possession of all records, books of account, ledgers and all other documents and papers
9 pertaining to the operation of their property.

10 IT IS FURTHER ORDERED that pending further order of this Court, Plaintiffs,
11 Defendant and Francis Lopez and their agents, partners, property managers, attorneys,
12 and employees and all other persons acting in concert with them who have actual or
13 constructive knowledge of this order, and their agents and employees:

14 A. Shall not commit or permit any waste on the subject business or any
15 part thereof, or suffer or commit or permit any waste on subject business, or any part
16 thereof, or suffer or commit or permit any act on subject business or property, or any part
17 thereof, in violation of law, or remove, transfer, encumber or otherwise dispose of any of
18 property;

19 B. Shall not demand, collect, receive, discount or in any other way
20 divert or use any of the income of the business or the businesses' property;

21 C. Shall not directly/indirectly interfere in any manner with the
22 discharge of receiver's duties under this order or receiver's possession of an operation or
23 management of the subject businesses or business properties;

24 D. Shall not expend, disburse, transfer, assign, sell, convey, devise,
25 pledge, mortgage, create a security interest in, encumber, conceal or in any manner
26 whatsoever deal in or dispose of all or part of subject business or property, including but
27 not limited to, business income, rents, or other monies due to, either now or in the future,
28 the business, without court order;

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STIPULATION
CASE NO. GIN 028765

017.216527.

ASA 0194

1 E. Shall not do any act which will, or may, impair, defeat, divert,
2 prevent or prejudice preservation of the business, including accounts receivable, rents, or
3 any monies due now or in the future, or the preservation of judgments creditor's interest
4 in the subject businesses or properties and the businesses' income; and

5 No third party may terminate service to the defendant or its property as a result of
6 the non-payment of pre-receivership obligations without prior order of this court.

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8 IT IS SO ORDERED:

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11 JUDGE SAN DIEGO SUPERIOR COURT
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EXHIBIT B

L. Scott Keehn (61691)
KEEHN & ASSOCIATES
A Professional Corporation
402 W. Broadway, Suite 1210
San Diego, California 92101
Telephone: (619) 400-2200

Attorneys for **Petitioning Creditors**

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In Re:

FRANCIS J. LOPEZ

Alleged Debtor

Case No. 05-05926-PBINV

Involuntary Chapter 7

**FIRST PHASE II REQUEST FOR
PRODUCTION OF DOCUMENTS BY
PETITIONING CREDITORS.**

[No Hearing Required]

Judge: Hon. Peter W. Bowie

PROPOUNDING PARTY: PETITIONING CREDITORS

RESPONDING PARTY: FRANCIS J. LOPEZ

SET NO.: ONE (1)/ PHASE II

TO FRANCIS J. LOPEZ AND HIS ATTORNEY OF RECORD:

**YOU ARE HEREBY REQUESTED BY THE PETITIONING CREDITORS
HEREIN ("PETITIONING CREDITORS") AND REQUIRED,** pursuant to Federal Rule of
Civil Procedure 34 (made applicable to this proceeding by Federal Rule of Bankruptcy Procedure
7034), to produce for inspection and copying the documents and/or tangible things identified
below, and are further required to serve a written response hereto within thirty (30) days after
service of this document. Petitioning Creditors requests that all responsive documents and/or
tangible things be produced for inspection and copying at a time and place mutually convenient for

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ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

ASA 0197

the parties and their counsel. In the alternative, Petitioning Creditors request that true and correct copies of the requested documents and/or tangible things be delivered to the offices of Keehn & Associates, APC, 402 West Broadway, Suite 1210, San Diego, California 92101 (Attn: L. Scott Keehn), and Petitioning Creditors hereby agree in advance to pay for the actual documented copying and mailing costs incurred.

DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes,

1 presentations, telegrams, telephone conversations and all other written, oral or electronic
2 transmission of information.

3 6. The term "CREDIT FACILITY" means every form of agreement, written or oral,
4 by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes,
5 without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

6 7. The term "DOCUMENT" means and includes all originals — and any copies that
7 differ in any way from the original — of any kind of written, typewritten, printed or recorded
8 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
9 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
10 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
11 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
12 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
13 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
14 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
15 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
16 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
17 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
18 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
19 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
20 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
21 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
22 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
23 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
24 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
25 U.S.C.A., and any copies of such material if you do not have control or possession of the original.

26 8. The term "FINANCIAL STATEMENT" means and refers to every form of
27 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
28 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

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DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet, a statement of cash flows, and a statement of equity.

9. The term "IDENTIFY" when used herein means to describe the requested information to the fullest extent possible, which would include, but is not limited to, furnishing such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT, or thing that may be in the possession of any PERSON identified in Your response to that interrogatory. Without limiting the generality of the foregoing:

A. When used in reference to a PERSON the definition includes, but is not limited to, a requirement to disclose the full legal name of the PERSON, all business or trade names known to have been used by the PERSON at any time, the address of the PERSON's residence (where they are a natural PERSON, or principal place of business if not), and all telephone numbers where the PERSON may be reached during usual daytime business hours;

B. When used with reference to a DOCUMENT or DOCUMENT the definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted, or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical location, and the name and address of the PERSON or PERSONS with custody of the DOCUMENT or DOCUMENT; and

C. When used with reference to a tangible thing, the definition includes, but is not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist) which identifies the thing, the address at which the thing is customarily is located, and the name and address of the PERSON or PERSONS who have custody or control of the thing.

D. When used with reference to an account maintained at a bank, credit union or similar financial institution includes, but is not limited to the duty to disclose the name and address of the institution, the account number (or numbers) and the dates during which the account was maintained.

10. The term the "INTERROGATORIES" means and refers to the "First Phase II Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

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ASA 0200

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SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 - FACSIMILE (619) 400-2201

11. The term "ON CREDIT" refers to any transaction or agreement where YOU or one of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

12. The term "PERSON" means any individual (natural PERSON), corporation, organization, association, partnership, limited partnership, limited liability company, firm, joint venture, trust, governmental body, agency, governing board, department or division, or any other entity.

13. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU or YOUR family with goods or services ON CREDIT, and includes without limitation a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion or diagnoses that are kept in the course of regularly conducted personal, household, or family activity.

14. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing, defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating, referring to, or dealing with.

15. The term "RELATIVE" means any individual related by affinity or consanguinity within the third degree of consanguinity or affinity as determined by common law or any individual in a step or adoptive relationship within such third degree.

16. The term the "REQUESTS FOR ADMISSION" means and refers to the "First Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently herewith.

17. The term the "RESIDENCE" means and refers to that single family dwelling commonly known as 310 Sand Myrtle Trail, Destin, Florida.

18. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

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ASA 0201

INSTRUCTIONS

KEEHN & ASSOCIATES, APC
 ATTORNEYS AND COUNSELORS AT LAW
 402 WEST BROADWAY, SUITE 1210
 SAN DIEGO, CALIFORNIA 92101
 TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

1 to permit the Court to rule upon the claim of privilege or protection from discovery which
 2 description shall include:

3 (a) the name, business affiliation, business address, telephone number and
 4 business capacity or title of the PERSON or PERSONS who prepared it and the PERSON
 5 or PERSONS who signed it;

6 (b) the name, business affiliation, business address, telephone number, and
 7 business capacity or title of each PERSON to whom it was addressed;

8 (c) the date the DOCUMENT was prepared;

9 (d) the date the DOCUMENT was received;

10 (e) the nature and substance of the DOCUMENT with sufficient particularity to
 11 enable the same to be identified, including without limitation, the title, subject matter, and
 12 number of pages; and

13 (f) the name, business affiliation, business address, and telephone number of
 14 each PERSON who presently has possession, control, or custody of the original or a copy
 15 of the DOCUMENT.

16 7. If any DOCUMENTS whose production is requested no longer exists or cannot be
 17 located, YOU shall set forth in a written response a complete statement of all circumstances
 18 surrounding the destruction, loss or disappearance of each such document, and such statement
 19 shall also include: author(s), addressee(s), indicated or blind copy recipient(s), date, subject matter,
 20 date of disposal, reason for disposal, PERSON authorizing the disposal, PERSON disposing of the
 21 DOCUMENT, and the DOCUMENT's last known location.

22 8. As used herein, the conjunctions "and" and "or" shall not be interpreted to exclude
 23 any information otherwise within the scope of this document request.

24 9. This Document Request is to be regarded as continuing pursuant to Federal Rule of
 25 Civil Procedure 26(e), made applicable to this proceeding by Federal Rule of Bankruptcy
 26 Procedure 7026. YOU are required to provide, by way of supplementary responses hereto, such
 27 additional information as may be obtained by YOU or any PERSON acting on YOUR behalf that
 28 will augment or modify YOUR answers given to the Document Request. Such supplementary

1 responses are to be served upon the undersigned counsel fo PETITIONING CREDITORS within
 2 twenty-one (21) days from discovery of the need for supplementation but not later than thirty (30)
 3 days before the date of the trial.

4 10. **Special Optional Response re Uncontested Creditors.** With respect to any of the
 5 categories requested that apply to a specific creditor, if YOU admit that as of June 30, 2005, YOU
 6 were not paying the obligations that YOU OWED to that creditor as they came due; then YOU
 7 may, but are not required to, satisfy YOUR obligations under this request by indicating by making
 8 the following written response to the relevant category (categories): **"Not applicable. The
 9 Alleged Debtor admits that as of June 30, 2005, he was not paying his obligations owed to the
 10 subject creditor as they came due."**; and YOUR written response is verified under penalty of
 11 perjury. YOUR obligation to produce documents pursuant to this request is not affected in any
 12 way with respect to any category as to which the special response is not made.

13 11. YOUR written response to each category shall first IDENTIFY and quote the
 14 category in full. Upon request, YOU will be electronically provided with a copy of these requests
 15 in their Word Perfect form to facilitate your compliance with this requirement.

16 **DOCUMENTS REQUEST**

17 **Category No. 1.:**

18 Any and all documents that memorialize, reflect, or refer to the mortgage to Lehman
 19 Brothers Bank, secured by the Residence.

20 **Category No. 2.:**

21 Any and all documents that memorialize, reflect, or refer to any and all payments to
 22 Lehman Brothers Bank at any time from January 1, 2005, through July 31, 2005.

23 **Category No. 3.:**

24 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
 25 Lehman Brothers Bank on any account, at any time from January 1, 2005, to July 31, 2005.

26 **Category No. 4.:**

27 Any and all documents that memorialize, relate, or refer to any payments that YOU made
 28 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Lehman

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ASA 0204

1 Brothers Bank on any account.

2 Category No. 5.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Frederick Lopez on any account, including, but not limited to, at any time from January 1, 2005, to
5 July 31, 2005.

6 Category No. 6.:

7 Any and all documents that memorialize, relate, or refer to any payments that YOU made
8 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
9 Frederick Lopez on any account.

10 Category No. 7.:

11 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
12 Allstate Floridian on any account, at any time from January 1, 2005, to July 31, 2005.

13 Category No. 8.:

14 Any and all documents that memorialize, reflect, or refer to any and all payments to
15 Allstate Floridian at any time from January 1, 2005, through July 31, 2005.

16 Category No. 9.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 American Express on any account, including, but not limited to, account number
19 378394802283007, at any time from January 1, 2005, to July 31, 2005.

20 Category No. 10.:

21 Any and all documents that memorialize, relate, or refer to any payments that YOU made
22 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
23 American Express on any account, including, but not limited to, account number
24 378394802283007.

25 Category No. 11.:

26 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
27 American Home Shield on any account, at any time from January 1, 2005, to July 31, 2005.

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1 Category No. 12.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
4 American Home Shield on any account.

5 Category No. 13.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Bank of America on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 14.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank of
11 America on any account.

12 Category No. 15.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Bank Card Services on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 16.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank
18 Card Services on any account.

19 Category No. 17.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Cingular on any account, at any time from January 1, 2005, to July 31, 2005.

22 Category No. 18.:

23 Any and all documents that memorialize, relate, or refer to any payments that YOU made
24 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
25 Cingular on any account.

26 Category No. 19.:

27 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
28 Citicard on any account, at any time from January 1, 2005, to July 31, 2005.

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1 Category No. 20.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Citicard
4 on any account.

5 Category No. 21.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Coastal Community Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 22.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Coastal
11 Community Insurance on any account.

12 Category No. 23.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Cox Communications on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 24.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Cox
18 Communications on any account.

19 Category No. 25.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Fort Walton Beach Medical Center on any account, at any time from January 1, 2005, to July 31,
22 2005.

23 Category No. 26.:

24 Any and all documents that memorialize, relate, or refer to any payments that YOU made
25 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Fort
26 Walton Beach Medical Center on any account.

27 Category No. 27.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

ASA 0207

1 Household Bank on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 28.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
5 Household Bank on any account.

6 Category No. 29.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 Kelley Plantation Owner's Association on any account, at any time from January 1, 2005, to July
9 31, 2005.

10 Category No. 30.:

11 Any and all documents that memorialize, relate, or refer to any payments that YOU made
12 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Kelley
13 Plantation Owner's Association on any account.

14 Category No. 31.:

15 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
16 Northwest Florida Daily News on any account, at any time from January 1, 2005, to July 31, 2005.

17 Category No. 32.:

18 Any and all documents that memorialize, relate, or refer to any payments that YOU made
19 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
20 Northwest Florida Daily News on any account.

21 Category No. 33.:

22 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
23 Okaloosa Gas District on any account, at any time from January 1, 2005, to July 31, 2005.

24 Category No. 34.:

25 Any and all documents that memorialize, relate, or refer to any payments that YOU made
26 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
27 Okaloosa Gas District on any account.

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Category No. 35.:

Any and all documents that memorialize, relate or refer to amounts that YOU OWED to Progressive Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

Category No. 36.:

Any and all documents that memorialize, relate, or refer to any payments that YOU made between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Progressive Insurance on any account.

Category No. 37.:

Any and all documents that memorialize, relate or refer to amounts that YOU OWED to Citibank-Quicken Platinum Card on any account, at any time from January 1, 2005, to July 31, 2005.

Category No. 38.:

Any and all documents that memorialize, relate, or refer to any payments that YOU made between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Citibank-Quicken Platinum Card on any account.

Category No. 39.:

Any and all documents that memorialize, relate or refer to amounts that YOU OWED to Texaco on any account, at any time from January 1, 2005, to July 31, 2005.

Category No. 40.:

Any and all documents that memorialize, relate or refer to amounts that YOU OWED to Valley forge Life Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

Category No. 41.:

Any and all documents that memorialize, relate, or refer to any payments that YOU made between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Valley Forge Life Insurance on any account.

Category No. 42.:

Any and all documents that memorialize, relate, or refer to any payments that YOU made between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Texaco

ASA 0209

1 on any account.

2 Category No. 43.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Verizon on any account, at any time from January 1, 2005, to July 31, 2005.

5 Category No. 44.:

6 Any and all documents that memorialize, relate, or refer to any payments that YOU made
7 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Verizon
8 on any account.

9 Category No. 45.:

10 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
11 Wayne Wise on any account, at any time from January 1, 2005, to July 31, 2005.

12 Category No. 46.:

13 Any and all documents that memorialize, relate, or refer to any payments that YOU made
14 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Wayne
15 Wise on any account.

16 Category No. 47.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 Union Bank of California on any account, at any time from January 1, 2005, to July 31, 2005.

19 Category No. 48.:

20 Any and all documents that memorialize, relate, or refer to any payments that YOU made
21 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Union
22 Bank of California on any account.

23 Category No. 49.:

24 Any and all documents that memorialize, relate, or refer to any settlement agreement made
25 between YOU on the one hand, and Union Bank of California on the other hand, to settle claims
26 held by Union Bank of California against YOU.

27 Category No. 50.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

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1 attorney Jeffrey (Jeff) Smith on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 51.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
5 Jeffrey (Jeff) Smith on any account.

6 Category No. 52.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 attorney Thomas B. Gorrill on any account, at any time from January 1, 2005, to July 31, 2005.

9 Category No. 53.:

10 Any and all documents that memorialize, relate, or refer to any payments that YOU made
11 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
12 Thomas B. Gorrill on any account.

13 Category No. 54.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of American Express.

16 Category No. 55.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to American Express.

19 Category No. 56.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Lehman Brothers Bank.

22 Category No. 57.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
24 between January 1, 2005, and the date of YOUR response, to Lehman Brothers Bank.

25 Category No. 58.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
27 between January 1, 2005, and the date of YOUR response, by or on behalf of Frederick Lopez.

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1 Category No. 59.:

2 documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
3 January 1, 2005, and the date of YOUR response, to Frederick Lopez.

4 Category No. 60.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Allstate Floridian.

7 Category No. 61.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Allstate Floridian.

10 Category No. 62.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of American Home Shield.

13 Category No. 63.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
15 between January 1, 2005, and the date of YOUR response, to American Home Shield.

16 Category No. 64.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
18 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank of America.

19 Category No. 65.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
21 January 1, 2005, and the date of YOUR response, to Bank of America.

22 Category No. 66.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
24 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank Card Services

25 Category No. 67.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Bank Card Services.

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ASA 0212

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1 Category No. 68.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of Cingular.

4 Category No. 69.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
6 between January 1, 2005, and the date of YOUR response, to Cingular.

7 Category No. 70.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
9 between January 1, 2005, and the date of YOUR response, by or on behalf of Citicard.

10 Category No. 71.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
12 between January 1, 2005, and the date of YOUR response, to Citicard.

13 Category No. 72.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of Coastal Community
16 Insurance.

17 Category No. 73.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
19 between January 1, 2005, and the date of YOUR response, to Coastal Community Insurance.

20 Category No. 74.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
22 between January 1, 2005, and the date of YOUR response, by or on behalf of Cox
23 COMMUNICATIONS.

24 Category No. 75.:

25 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
26 between January 1, 2005, and the date of YOUR response, to Cox COMMUNICATIONS.

27 Category No. 76.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time

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1 between January 1, 2005, and the date of YOUR response, by or on behalf of Fort Walton Beach
2 Medical Center.

3 Category No. 77.:

4 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
5 between January 1, 2005, and the date of YOUR response, to Fort Walton Beach Medical Center.

6 Category No. 78.:

7 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
8 between January 1, 2005, and the date of YOUR response, by or on behalf of Household Bank.

9 Category No. 79.:

10 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
11 between January 1, 2005, and the date of YOUR response, to Household Bank.

12 Category No. 80.:

13 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
14 between January 1, 2005, and the date of YOUR response, by or on behalf of Kelley Plantation
15 Owner's Association.

16 Category No. 81.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to Kelley Plantation Owner's Association.

19 Category No. 82.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Northwest Florida Daily
22 News.

23 Category No. 83.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
25 between January 1, 2005, and the date of YOUR response, to Northwest Florida Daily News.

26 Category No. 84.:

27 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
28 between January 1, 2005, and the date of YOUR response, by or on behalf of Okaloosa Gas District.

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1 Category No. 85.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
3 between January 1, 2005, and the date of YOUR response, to Okaloosa Gas District.

4 Category No. 86.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Progressive Insurance.

7 Category No. 87.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Progressive Insurance.

10 Category No. 88.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of Citibank/Quicken
13 Platinum Card.

14 Category No. 89.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
16 between January 1, 2005, and the date of YOUR response, to Citibank/Quicken Platinum Card.

17 Category No. 90.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
19 between January 1, 2005, and the date of YOUR response, by or on behalf of Texaco.

20 Category No. 91.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
22 between January 1, 2005, and the date of YOUR response, to Texaco.

23 Category No. 92.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
25 between January 1, 2005, and the date of YOUR response, by or on behalf of Valley Forge Life
26 Insurance.

27 Category No. 93.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time

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1 between January 1, 2005, and the date of YOUR response, to Valley Forge Life Insurance.

2 Category No. 94.:

3 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
4 between January 1, 2005, and the date of YOUR response, by or on behalf of Verizon.

5 Category No. 95.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to Verizon.

8 Category No. 96.:

9 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
10 between January 1, 2005, and the date of YOUR response, by or on behalf of Wayne Wise.

11 Category No. 97.:

12 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
13 between January 1, 2005, and the date of YOUR response, to Wayne Wise.

14 Category No. 98.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
16 between January 1, 2005, and the date of YOUR response, by or on behalf of Union Bank of
17 California.

18 Category No. 99.:

19 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
20 between January 1, 2005, and the date of YOUR response, to Union Bank of California.

21 Category No. 100.:

22 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
23 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Jeffrey (Jeff)
24 Smith.

25 Category No. 101.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Jeffrey (Jeff) Smith.

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ASA 0216

1 Category No. 102.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Thomas B.
4 Gorrill.

5 Category No. 103.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to attorney Thomas B. Gorrill.

8 Category No. 104.:

9 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
10 memorialize or are related to obligations that YOU OWED to Lehman Brothers Bank at any time from
11 January 1, 2005, to July 31, 2005.

12 Category No. 105.:

13 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
14 or refer obligations YOU OWED to Lehman Brothers Bank at any time from January 1, 2005, to July
15 31, 2005.

16 Category No. 106.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Frederick Lopez at any time from
19 January 1, 2005, to July 31, 2005.

20 Category No. 107.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Frederick Lopez at any time from January 1, 2005, to July 31,
23 2005.

24 Category No. 108.:

25 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
26 memorialize or are related to obligations that YOU OWED to Allstate Floridian at any time from
27 January 1, 2005, to July 31, 2005.

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1 Category No. 109.:

2 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
3 or refer obligations YOU OWED to Allstate Floridian at any time from January 1, 2005, to July 31,
4 2005.

5 Category No. 110.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to American Express at any time from
8 January 1, 2005, to July 31, 2005.

9 Category No. 111.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to American Express at any time from January 1, 2005, to July 31,
12 2005.

13 Category No. 112.:

14 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
15 memorialize or are related to obligations that YOU OWED to American Home Shield at any time
16 from January 1, 2005, to July 31, 2005.

17 Category No. 113.:

18 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
19 or refer obligations YOU OWED to American Home Shield at any time from January 1, 2005, to July
20 31, 2005.

21 Category No. 114.:

22 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
23 memorialize or are related to obligations that YOU OWED to Bank of America at any time from
24 January 1, 2005, to July 31, 2005.

25 Category No. 115.:

26 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
27 or refer obligations YOU OWED to Bank of America at any time from January 1, 2005, to July 31,
28 2005.

ASA 0218

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1 Category No. 116.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to Bank Card Services at any time from
4 January 1, 2005, to July 31, 2005.

5 Category No. 117.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to Bank Card Services at any time from January 1, 2005, to July 31,
8 2005.

9 Category No. 118.:

10 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
11 memorialize or are related to obligations that YOU OWED to Cingular at any time from January 1,
12 2005, to July 31, 2005.

13 Category No. 119.:

14 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
15 or refer obligations YOU OWED to Cingular at any time from January 1, 2005, to July 31, 2005.

16 Category No. 120.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Citicard at any time from January 1,
19 2005, to July 31, 2005.

20 Category No. 121.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Citicard at any time from January 1, 2005, to July 31, 2005.

23 Category No. 122.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Coastal Community Insurance at any
26 time from January 1, 2005, to July 31, 2005.

27 Category No. 123.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

ASA 0219

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1 or refer obligations YOU OWED to Coastal Community Insurance at any time from January 1, 2005,
2 to July 31, 2005.

3 Category No. 124.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Cox Communications at any time from
6 January 1, 2005, to July 31, 2005.

7 Category No. 125.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Cox Communications at any time from January 1, 2005, to July
10 31, 2005.

11 Category No. 126.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Ft. Walton Beach Medical Center at any
14 time from January 1, 2005, to July 31, 2005.

15 Category No. 127.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Ft. Walton Beach Medical Center at any time from January 1,
18 2005, to July 31, 2005.

19 Category No. 128.:

20 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
21 memorialize or are related to obligations that YOU OWED to Household Bank at any time from
22 January 1, 2005, to July 31, 2005.

23 Category No. 129.:

24 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
25 or refer obligations YOU OWED to Household Bank at any time from January 1, 2005, to July 31,
26 2005.

27 Category No. 130.:

28 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that

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1 memorialize or are related to obligations that YOU OWED to Kelly Plantation Owners Association
2 at any time from January 1, 2005, to July 31, 2005.

3 Category No. 131.:

4 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
5 or refer obligations YOU OWED to Kelly Plantation Owners Association at any time from January
6 1, 2005, to July 31, 2005.

7 Category No. 132.:

8 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
9 memorialize or are related to obligations that YOU OWED to Northwest Florida Daily News at any
10 time from January 1, 2005, to July 31, 2005.

11 Category No. 133.:

12 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
13 or refer obligations YOU OWED to Northwest Florida Daily News at any time from January 1, 2005,
14 to July 31, 2005.

15 Category No. 134.:

16 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
17 memorialize or are related to obligations that YOU OWED to Okaloosa Gas District at any time from
18 January 1, 2005, to July 31, 2005.

19 Category No. 135.:

20 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
21 or refer obligations YOU OWED to Okaloosa Gas District at any time from January 1, 2005, to July
22 31, 2005.

23 Category No. 136.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Progressive Insurance at any time from
26 January 1, 2005, to July 31, 2005.

27 Category No. 137.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

ASA 0221

1 or refer obligations YOU OWED to Progressive Insurance at any time from January 1, 2005, to July
2 31, 2005.

3 Category No. 138.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Citibank/Quicken Platinum Card at any
6 time from January 1, 2005, to July 31, 2005.

7 Category No. 139.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Citibank/Quicken Platinum Card at any time from January 1,
10 2005, to July 31, 2005.

11 Category No. 140.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Texaco at any time from January 1,
14 2005, to July 31, 2005.

15 Category No. 141.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Texaco at any time from January 1, 2005, to July 31, 2005.

18 Category No. 142.:

19 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
20 memorialize or are related to obligations that YOU OWED to Valley Forge Life Insurance at any time
21 from January 1, 2005, to July 31, 2005.

22 Category No. 143.:

23 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
24 or refer obligations YOU OWED to Valley Forge Life Insurance at any time from January 1, 2005,
25 to July 31, 2005.

26 Category No. 144.:

27 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
28 memorialize or are related to obligations that YOU OWED to Verizon at any time from January 1,

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1 2005, to July 31, 2005.

2 Category No. 145.:

3 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
4 or refer obligations YOU OWED to Verizon at any time from January 1, 2005, to July 31, 2005.

5 Category No. 146.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to Wayne Wise at any time from January
8 1, 2005, to July 31, 2005.

9 Category No. 147.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to Wayne Wise at any time from January 1, 2005, to July 31, 2005.

12 Category No. 148.:

13 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
14 memorialize or are related to obligations that YOU OWED to Union Bank of California at any time
15 from January 1, 2005, to July 31, 2005.

16 Category No. 149.:

17 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
18 or refer obligations YOU OWED to Union Bank of California at any time from January 1, 2005, to
19 July 31, 2005.

20 Category No. 150.:

21 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
22 memorialize or are related to obligations that YOU OWED to attorney Jeffrey (Jeff) Smith at any time
23 from January 1, 2005, to July 31, 2005.

24 Category No. 151.:

25 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
26 or refer obligations YOU OWED to attorney Jeffrey (Jeff) Smith at any time from January 1, 2005,
27 to July 31, 2005.

28 ///

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ASA 0223

1 Category No. 152.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to attorney Thomas B. Gorrill at any time
4 from January 1, 2005, to July 31, 2005.

5 Category No. 153.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to attorney Thomas B. Gorrill at any time from January 1, 2005, to
8 July 31, 2005.

9 Category No. 154.:

10 Any and all DOCUMENTS that are identified or referred to in any of your responses to the
11 INTERROGATORIES.

12 Category No. 155.:

13 Any and all DOCUMENTS that are identified or referred to in any of your responses to the REQUEST
14 FOR ADMISSION.

15 Category No. 156.:

16 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
17 the status of any ACCOUNT identified in your responses to any of the INTERROGATORIES, that
18 reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

19 Category No. 157.:

20 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
21 the status of any ACCOUNT identified in your responses to any of the REQUEST FOR ADMISSION,
22 that reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

23 Category No. 158.:

24 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any
25 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
26 through July 31, 2005.

27 Category No. 159.:

28 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any

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1 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
2 through July 31, 2005.

3 Category No. 160.:

4 Any and all FINANCIAL STATEMENTS that purport to reflect either your financial
5 condition, or the results of income received and expenses paid during any period which includes
6 January 1, 2005.

7 Category No. 161.:

8 Any and all DOCUMENTS that are part of any loan application that YOU made, or signed and
9 delivered to any PERSON or entity at any time from January 1, 2005, through July 31, 2005.

10 Category No. 162.:

11 Any and all DOCUMENTS that memorialize, RELATE TO or REFER TO any civil,
12 administrative, or criminal proceedings pending before any tribunal, arbitrator, or mediator at any
13 time between January 1, 2005, and July 31, 2005.

14
15 Dated: 11-3-06

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A Professional Corporation

16
17
18 By: 

L. Scott Keehn
Attorneys for Petitioning Creditors

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EXHIBIT C

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Attorneys for **Petitioning Creditors**

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In Re:	) Case No. 05-05926-PBINV
FRANCIS J. LOPEZ	) Involuntary Chapter 7
Alleged Debtor	) FIRST PHASE II INTERROGATORIES
	) PROPOUNDED BY PETITIONING
	) CREDITORS
	) [No Hearing Required]
	) Judge: Hon. Peter W. Bowie

PROPOUNDING PARTY: Petitioning Creditors
RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor
SET NUMBER: ONE (1)/ Phase II.

Petitioning Creditors hereby propound the following interrogatories to Alleged Debtor Francis J. Lopez ("Lopez") and demands his response under oath within thirty (30) days from the date of service pursuant to Federal Rules of Civil Procedure ("FRCP") Rule 33 which is made applicable to this adversary proceeding by Federal Rules of Bankruptcy Procedure Rule 7033 and Rule 9014.

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DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes, presentations, telegrams, telephone conversations and all other written, oral or electronic transmission of information.

6. The term "CREDIT FACILITY" means every form of agreement, written or oral, by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes, without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

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7. The term "DOCUMENT" means and includes all originals — and any copies that differ in any way from the original — of any kind of written, typewritten, printed or recorded material or computer files, DOCUMENTS or records whatsoever, regardless of the source or author thereof, including, without limitation, any writing, filed for reporting or other purposes with the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence, telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports, analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets, logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts, diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock ledgers for all forms and types of securities, minutes of directors, shareholder or committee meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices, charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists, deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates, permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies, extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28 U.S.C.A., and any copies of such material if YOU do not have control or possession of the original.

8. The term "FINANCIAL STATEMENT" means and refers to every form of DOCUMENT, including, but not limited to a written report, which quantitatively describes the financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet, a statement of cash flows, and a statement of equity.

9. The term "IDENTIFY" when used herein means to describe the requested information to the fullest extent possible, which would include, but is not limited to, furnishing

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1 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
2 or thing that may be in the possession of any PERSON identified in Your response to that
3 interrogatory. Without limiting the generality of the foregoing:

4 A. When used in reference to a PERSON the definition includes, but is not
5 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
6 names known to have been used by the PERSON at any time, the address of the PERSON's
7 residence (where they are a natural PERSON, or principal place of business if not), and all
8 telephone numbers where the PERSON may be reached during usual daytime business hours;

9 B. When used with reference to a DOCUMENT or DOCUMENT the
10 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
11 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
12 location, and the name and address of the PERSON or PERSONS with custody of the
13 DOCUMENT or DOCUMENT; and

14 C. When used with reference to a tangible thing, the definition includes, but is
15 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
16 which identifies the thing, the address at which the thing is customarily is located, and the name
17 and address of the PERSON or PERSONS who have custody or control of the thing.

18 D. When used with reference to an account maintained at a bank, credit union
19 or similar financial institution includes, but is not limited to the duty to disclose the name and
20 address of the institution, the account number (or numbers) and the dates during which the account
21 was maintained.

22 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
23 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

24 11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be
25 YOUR spouse at all times from the period commencing January 1, 2002, through and including
26 the present.

27 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

28 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one

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1 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

2 14. The term "PERSON" means any individual (natural PERSON), corporation,
3 organization, association, partnership, limited partnership, limited liability company, firm, joint
4 venture, trust, governmental body, agency, governing board, department or division, or any other
5 entity.

6 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
7 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
8 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
9 or YOUR family with goods or services ON CREDIT, and includes without limitation a
10 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
11 or diagnoses that are kept in the course of regularly conducted personal, household, or family
12 activity.

13 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
14 in that certain civil action that was pending before the Superior Court of the State of California for
15 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
16 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
17 regarding appointment of Richard M Kipperman as receiver," and the order approving and
18 adopting it which was entered on April 22, 2003.

19 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
20 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
21 referring to, or dealing with.

22 18. The term "RELATIVE" means any individual related by affinity or consanguinity
23 within the third degree of consanguinity or affinity as determined by common law or any
24 individual in a step or adoptive relationship within such third degree.

25 19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First
26 Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently
27 herewith.

28 20. The term the "RESIDENCE" means and refers to that single family dwelling

commonly known as 310 Sand Myrtle Trail, Destin, Florida.

21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered by the Superior Court of the State of California, for the County of San Diego, on or about September 20, 2004.

22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

23. The term "YOU OWED" when used in connection with a particular creditor means and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain as to liability or amount.

24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include all payments that YOU personally made or caused to be made, and all payments that were made by any other person or entity.

SPECIAL INSTRUCTIONS

1. YOUR written response to each category shall first IDENTIFY and quote the category in full. Upon request, YOU will be electronically provided with a copy of these requests in their Word Perfect form to facilitate YOUR compliance with this requirement.

INTERROGATORIES

Interrogatory No. 1.:

Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with these interrogatories was an unqualified admission, then for each response which is not an unqualified admission, state the number of the request and all of the facts upon which YOU base YOUR response.

Interrogatory No. 2.:

Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with these interrogatories was an unqualified admission, then for each response which is not an unqualified admission, state the number of the request and IDENTIFY all PERSONS who have

1 knowledge of the facts upon which YOU base YOUR response.

2 Interrogatory No. 3.:

3 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
4 these interrogatories an unqualified admission, then for each response which is not an unqualified
5 admission, state the number of the request, and IDENTIFY all DOCUMENTS, writings and other
6 tangible things that YOU content support YOUR response.

7 Interrogatory No. 4.:

8 IDENTIFY by date, source, and amount, all cash receipts of any kind (including loan
9 proceeds) that YOU received from any source — including but not limited to — NOVEON
10 between January 1 and July 1, 2005.

11 Interrogatory No. 5.:

12 IDENTIFY by date, source, and amount, all cash receipts (including loan proceeds) that
13 MADELEINE LOPEZ received from any source other than NOVEON between January 1 and July
14 1, 2005.

15 Interrogatory No. 6.:

16 IDENTIFY any and all documents that memorialize, reflect, or refer to the mortgage to
17 Lehman Brothers Bank, secured by the Residence.

18 Interrogatory No. 7.:

19 IDENTIFY all ACCOUNTS maintained at any bank, credit union, or other financial
20 institution with respect to which YOU are either an owner, co-owner, or beneficiary, at any time
21 from January 1, 2005, to July 31, 2005.

22 Interrogatory No. 8.:

23 IDENTIFY all ACCOUNTS maintained with any bank, credit union, or other financial
24 institution where YOU had signature authority to withdraw funds, or cause them to be paid upon
25 YOUR order, at any time between January 1, 2005, and July 31, 2005.

26 Interrogatory No. 9.:

27 IDENTIFY all PERSONS and entities with whom MADELEINE LOPEZ had any
28 contractual or employment relationship at any time between January 1, 2005, and July 31, 2005.

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ASA 0233

1 Interrogatory No. 10.:

2 With respect to any or all obligations that YOU OWED to Frederick Lopez as of June 30,
3 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
4 (c) the dates upon which the amount those obligations increased and the amount of such increases;
5 and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 11.:

7 With respect to any or all debts that YOU OWED to Lehman Brothers Bank as of June 30,
8 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
9 (c) the dates upon which the amount those obligations increased and the amount of such increases;
10 and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 12.:

12 With respect to any or all debts that YOU OWED to Allstate Floridian as of June 30, 2005,
13 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
14 the dates upon which the amount those obligations increased and the amount of such increases;
15 and, (d) the dates and amounts of all payments made on that obligation.

16 Interrogatory No. 13.:

17 With respect to any or all debts that YOU OWED to American Express as of June 30,
18 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
19 (c) the dates upon which the amount those obligations increased and the amount of such increases;
20 and, (d) the dates and amounts of all payments made on that obligation.

21 Interrogatory No. 14.:

22 With respect to any or all debts that YOU OWED to American Home Shield as of June 30,
23 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
24 (c) the dates upon which the amount those obligations increased and the amount of such increases;
25 and, (d) the dates and amounts of all payments made on that obligation.

26 Interrogatory No. 15.:

27 With respect to any or all debts that YOU OWED to Bank of America as of June 30, 2005,
28 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)

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1 the dates upon which the amount those obligations increased and the amount of such increases;
2 and, (d) the dates and amounts of all payments made on that obligation.

3 Interrogatory No. 16.:

4 With respect to any or all debts that YOU OWED to Bank Card Services as of June 30,
5 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
6 (c) the dates upon which the amount those obligations increased and the amount of such increases;
7 and, (d) the dates and amounts of all payments made on that obligation.

8 Interrogatory No. 17.:

9 With respect to any or all debts that YOU OWED to Cingular as of June 30, 2005,
10 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
11 the dates upon which the amount those obligations increased and the amount of such increases;
12 and, (d) the dates and amounts of all payments made on that obligation.

13 Interrogatory No. 18.:

14 With respect to any or all debts that YOU OWED to Citicard as of June 30, 2005,
15 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
16 the dates upon which the amount those obligations increased and the amount of such increases;
17 and, (d) the dates and amounts of all payments made on that obligation.

18 Interrogatory No. 19.:

19 With respect to any or all debts that YOU OWED to Coastal Community Insurance as of
20 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
21 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
22 increases; and, (d) the dates and amounts of all payments made on that obligation.

23 Interrogatory No. 20.:

24 With respect to any or all debts that YOU OWED to Cox Communication as of June 30,
25 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
26 (c) the dates upon which the amount those obligations increased and the amount of such increases;
27 and, (d) the dates and amounts of all payments made on that obligation.

28 Interrogatory No. 21.:

ASA 0235

1 With respect to any or all debts that YOU OWED to Ft. Walton Beach Medical Center as
 2 of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
 3 originally incurred; (c) the dates upon which the amount those obligations increased and the
 4 amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

5 Interrogatory No. 22.:

6 With respect to any or all debts that YOU OWED to Household Bank as of June 30, 2005,
 7 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
 8 the dates upon which the amount those obligations increased and the amount of such increases;
 9 and, (d) the dates and amounts of all payments made on that obligation.

10 Interrogatory No. 23.:

11 With respect to any or all debts that YOU OWED to Kelly Plantation Owners Association
 12 as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
 13 originally incurred; (c) the dates upon which the amount those obligations increased and the
 14 amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

15 Interrogatory No. 24.:

16 With respect to any or all debts that YOU OWED to Northwest Florida Daily News as of
 17 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 18 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
 19 increases; and, (d) the dates and amounts of all payments made on that obligation.

20 Interrogatory No. 25.:

21 With respect to any or all debts that YOU OWED to Okaloosa Gas District as of June 30,
 22 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
 23 (c) the dates upon which the amount those obligations increased and the amount of such increases;
 24 and, (d) the dates and amounts of all payments made on that obligation.

25 Interrogatory No. 26.:

26 With respect to any or all debts that YOU OWED to Progressive Insurance as of June 30,
 27 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
 28 (c) the dates upon which the amount those obligations increased and the amount of such increases;

KEEHN & ASSOCIATES, APC
 ATTORNEYS AND COUNSELORS AT LAW
 402 WEST BROADWAY, SUITE 1210
 SAN DIEGO, CALIFORNIA 92101
 TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

ASA 0236

1 and, (d) the dates and amounts of all payments made on that obligation.

2 Interrogatory No. 27.:

3 With respect to any or all debts that YOU OWED to Citibank/Quicken Platinum Card as of
4 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
5 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
6 increases; and, (d) the dates and amounts of all payments made on that obligation.

7 Interrogatory No. 28.:

8 With respect to any or all debts that YOU OWED to Texaco as of June 30, 2005,
9 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
10 the dates upon which the amount those obligations increased and the amount of such increases;
11 and, (d) the dates and amounts of all payments made on that obligation.

12 Interrogatory No. 29.:

13 With respect to any or all debts that YOU OWED to Valley Forge Life Insurance as of June
14 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
15 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
16 increases; and, (d) the dates and amounts of all payments made on that obligation.

17 Interrogatory No. 30.:

18 With respect to any or all debts that YOU OWED to Verizon as of June 30, 2005,
19 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
20 the dates upon which the amount those obligations increased and the amount of such increases;
21 and, (d) the dates and amounts of all payments made on that obligation.

22 Interrogatory No. 31.:

23 With respect to any or all debts that YOU OWED to Wayne Wise as of June 30, 2005,
24 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
25 the dates upon which the amount those obligations increased and the amount of such increases;
26 and, (d) the dates and amounts of all payments made on that obligation.

27

28

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ASA 0237

1 Interrogatory No. 32.:

2 With respect to any or all debts that YOU OWED to Union Bank of California as of June
3 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
4 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
5 increases; and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 33.:

7 With respect to any or all debts that YOU OWED to attorney Jeffrey (Jeff) Smith as of
8 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
9 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
10 increases; and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 34.:

12 With respect to any or all debts that YOU OWED to attorney Thomas B. Gorrill as of June
13 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
14 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
15 increases; and, (d) the dates and amounts of all payments made on that obligation.

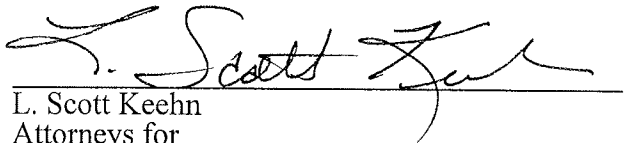
16 Interrogatory No. 35.:

17 IDENTIFY by name, address, telephone number, facsimile number, and e-mail address, all
18 PERSONS or entities that made payments on any of YOUR obligations at any time from January
19 1, 2005 to the date of YOUR response to these INTERROGATORIES, and the dates and amounts
20 of each such payment.

21
22 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

23
24
25 By:


L. Scott Keehn
Attorneys for
Petitioning Creditor

26
27
28
ASA 0238

TAB 105-4

EXHIBIT D

1 M. Jonathan Hayes (Bar No. 90388)
 2 **Law Office M. Jonathan Hayes**
 21800 Oxnard St, Suite 840
 Woodland Hills, California 91367
 Telephone: (818) 710-3656
 Facsimile: (818) 710-3659
 jhayes@polarisnet.net

5 **Attorneys for Alleged Debtor**
 6 **Francis J. Lopez**

7
 8 **UNITED STATES BANKRUPTCY COURT**
 9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10 In re:	)	CASE NO.: 05-05926-PBINV
11 FRANCIS J. LOPEZ,	)	Involuntary Chapter 7
12)	
13 Alleged Debtor.	)	SUPPLEMENT TO RESPONSE TO
14	)	REQUESTS FOR ADMISSION
15	)	PROPOUNDED TO ALLEGED
16	)	DEBTOR FRANCIS J. LOPEZ (PHASE
17	)	II)
18)	
19	)	JUDGE: Hon. Peter W. Bowie
20	)	DEPT.: 4

21 PROPOUNDING PARTY: Petitioning Creditors
 22 RESPONDING PARTY: Alleged Debtor Francis J. Lopez
 23 SET NO.: ONE (1) / Phase II

24 **REQUESTS FOR ADMISSION**

25 **REQUEST FOR ADMISSION NO. 1:**

26 Admit you received no cash payments from NOVEON between January 1, 2005 and July
 27 1, 2005.
 28

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Deny.

3 **REQUEST FOR ADMISSION NO. 2:**

4 Admit that YOU were not employed by any PERSON or entity other than Noveon between
5 January 1, 2005 and July 31, 2005.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 3:**

9 Admit that you were not engaged as an independent contractor for any person or entity
10 other than NOVEON between January 1, 2005 and July 31, 2005.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

12 Deny.

13 **REQUEST FOR ADMISSION NO. 4:**

14 Admit that you had no contractual relationship of any kind that entitled you to receive
15 remuneration of any kind based upon services that YOU rendered at any time between
16 January 1, 2005 and July 31, 2005.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

18 Deny.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
21 enforcement pending YOUR appeal of that judgment.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

23 Deny, to the extent that a stay of enforcement was requested, and granted, in Florida.
24 However, that stay of enforcement was related to the automatic stay in effect as a result of
25 Stanly filing the involuntary petition against me.

26 **REQUEST FOR ADMISSION NO. 6:**

27 Admit that at some time after June 14, 2004 and before June 14, 2005, the RESIDENCE
28 was refinanced.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

2 Admit.

3 **REQUEST FOR ADMISSION NO. 7:**

4 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
5 caused Richard M. Kipperman to be appointed as the receiver of Prism in the PRISM
6 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

8 I do not know how to answer. I agreed as CEO of Prism.

9 **REQUEST FOR ADMISSION NO. 8:**

10 Admit that YOU have not paid any of the fees that were awarded to Richard M.
11 Kipperman on account of services rendered and costs advanced in the PRISM
12 RECEIVERSHIP.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

14 Admit, with the following qualification: Never did Mr. Kipperman request that I pay for
15 any of his services, nor did I ever receive a bill from Mr. Kipperman or his office.

16 **REQUEST FOR ADMISSION NO. 9:**

17 Admit that YOU have filed no objection to any of the fees requested by Richard M.
18 Kipperman on account of services rendered and costs he has advanced in connection with
19 the PRISM RECEIVERSHIP.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

21 Admit, to the extent that Mr. Kipperman's bills and fees were filed with the state court and
22 later with the Prism bankruptcy court. I am informed and believe that Mr. Kipperman did
23 indeed receive payment from the Prism bankruptcy estate.

24 **REQUEST FOR ADMISSION NO. 10:**

25 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
26 Technologies, Inc. ("Prism") incurred under agreements "Equipment Lease Agreement" by
27 and between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

28 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

1 Deny.

2

3

4

5 Dated: April 10, 2007

6

7

By: 

M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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VERIFICATION

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3 UNITED STATE BANKRUPTCY }
4 COURT FOR THE SOUTHERN } ss.
5 DISTRICT OF CALIFORNIA
6
7

8 I have read the foregoing Responses to the REQUEST FOR SUPPLEMENTAL
9 ADMISSIONS, SET NUMBER ONE / Phase II and know its contents.

10 I am an alleged debtor in this action. The matters stated in the foregoing document
11 are true of my own knowledge except as to those matters which are stated on information
12 and belief, and as to those matters I am informed and believe that they are true.

13 Executed on April 10, 2007, at Destin, Florida.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.
16

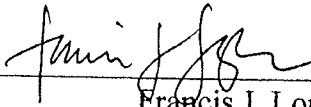
17 
18 _____
19 Francis J. Lopez
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27
28

EXHIBIT E

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, California 91367
Telephone: (818) 710-3656
Facsimile: (818) 710-3659
jhayes@polarisnet.net

5 **Attorneys for Alleged Debtor**
6 **Francis J. Lopez**

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10 **In re:**

11 **FRANCIS J. LOPEZ,**

12
13 **Alleged Debtor.**

) **CASE NO.: 05-05926-PBINV**

) **Involuntary Chapter 7**

) **RESPONSE TO REQUEST FOR**
) **PRODUCTION OF DOCUMENTS**

) **JUDGE: Hon. Peter W. Bowie**
) **DEPT.: 4**

14
15
16
17
18
19
20 **PROPOUNDING PARTY: Petitioning Creditors**

21 **RESPONDING PARTY: Alleged Debtor Francis J. Lopez**

22 **SET NO.: ONE (1) / Phase II**

23
24 **Response to Request for Production of Documents**

1 **CATEGORY NO. 1:**

2 These documents are not in my possession or control.

3 **CATEGORY NO. 2:**

4 These documents are not in my possession or control.

5 **CATEGORY NO. 3:**

6 NOT APPLICABLE.

7 **CATEGORY NO. 4:**

8 NOT APPLICABLE.

9 **CATEGORY NO. 5:**

10 No responsive documents found.

11 **CATEGORY NO. 6:**

12 No responsive documents found.

13 **CATEGORY NO. 7:**

14 See exhibit B, documents 1 and 2. Any other documents related to this request previously
15 provided in response to Phase I request for documents.

16 **CATEGORY NO. 8:**

17 See exhibit B, documents 1 and 2. Any other documents related to this request previously
18 provided in response to Phase I request for documents.

19 **CATEGORY NO. 9:**

20 Already provided in response to Phase I request for documents. No additional documents
21 found.

22 **CATEGORY NO. 10:**

23 Already provided in response to Phase I request for documents. No additional documents
24 found.

25 **CATEGORY NO. 11:**

26

27

28

1 See Exhibit B, document 3. Any other documents related to this request previously
2 provided in response to Phase I request for documents.

3 **CATEGORY NO. 12:**

4 No responsive documents found.

5 **CATEGORY NO. 13:**

6 See exhibit B, documents 4 through 8. . Any other documents related to this request
7 previously provided in response to Phase I request for documents.

8 **CATEGORY NO. 14:**

9 See exhibit B, documents 4 through 8. . Any other documents related to this request
10 previously provided in response to Phase I request for documents.

11 **CATEGORY NO. 15:**

12 No responsive documents found.

13 **CATEGORY NO. 16:**

14 No responsive documents found.

15 **CATEGORY NO. 17:**

16 See Exhibit B, documents 9 through 11. Any other documents related to this request
17 previously provided in response to Phase I request for documents.

18 **CATEGORY NO. 18:**

19 See Exhibit B, documents 9 through 11. Any other documents related to this request
20 previously provided in response to Phase I request for documents.

21 **CATEGORY NO. 19:**

22 See Exhibit B, documents 12 through 21. . Any other documents related to this request
23 previously provided in response to Phase I request for documents.

24 **CATEGORY NO. 20:**

25 See Exhibit B, documents 12 through 21. . Any other documents related to this request
26 previously provided in response to Phase I request for documents.

27 **CATEGORY NO. 21:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **CATEGORY NO. 22:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **CATEGORY NO. 23:**

7 See Exhibit B, document 23. Any other documents related to this request previously
8 provided in response to Phase I request for documents.

9 **CATEGORY NO. 24:**

10 See Exhibit B, document 23. Any other documents related to this request previously
11 provided in response to Phase I request for documents.

12 **CATEGORY NO. 25:**

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 **CATEGORY NO. 26:**

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 **CATEGORY NO. 27:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **CATEGORY NO. 28:**

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 **CATEGORY NO. 29:**

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 **CATEGORY NO. 30:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **CATEGORY NO. 31:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **CATEGORY NO. 32:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **CATEGORY NO. 33:**

10 See Exhibit B, documents 28 through 33. Any other documents related to this request
11 previously provided in response to Phase I request for documents.

12 **CATEGORY NO. 34:**

13 See Exhibit B, documents 28 through 33. Any other documents related to this request
14 previously provided in response to Phase I request for documents.

15 **CATEGORY NO. 35:**

16 See Exhibit B, document 34. Any other documents related to this request previously
17 provided in response to Phase I request for documents.

18 **Category No. 36:**

19 See Exhibit B, document 34. Any other documents related to this request previously
20 provided in response to Phase I request for documents.

21 **Category No. 37:**

22 See Exhibit B, documents 35 through 42. Any other documents related to this request
23 previously provided in response to Phase I request for documents.

24 **Category No. 38:**

25 See Exhibit B, documents 35 through 42. Any other documents related to this request
26 previously provided in response to Phase I request for documents.

27 **Category No. 39:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 40:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 41:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **Category No. 42:**

10 Already provided in response to Phase I request for documents. No additional documents
11 found.

12 **Category No. 43:**

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 **Category No. 44:**

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 **Category No. 45:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 46:**

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 **Category No. 47:**

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 **Category No. 48:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 49:**

4 I will provide the requested documents to the extent that they are in my possession or can
5 be readily obtained, provided that the documents requested are not of a private or
6 privileged nature.

7 **Category No. 50:**

8 See Exhibit C., statement from Curd Galindo and Smith

9 **Category No. 51:**

10 No responsive documents found.

11 **Category No. 52:**

12 No responsive documents found.

13 **Category No. 53:**

14 No responsive documents found.

15 **Category No. 54:**

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 **Category No. 55:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 56:**

22 No documents in my possession.

23 **Category No. 57:**

24 No documents in my possession.

25 **Category No. 58:**

26 No documents in my possession.

27 **Category No. 59:**

28 No documents in my possession.

1 **Category No. 60:**

2 See Exhibit B, documents 1 and 2.

3 **Category No. 61:**

4 No responsive documents found.

5 **Category No. 62:**

6 See Exhibit B, document 3.

7 **Category No. 63:**

8 No responsive documents found.

9 **Category No. 64:**

10 See Exhibit B, documents 4 through 8.

11 **Category No. 65:**

12 No responsive documents found.

13 **Category No. 66:**

14 No responsive documents found.

15 **Category No. 67:**

16 No responsive documents found.

17 **Category No. 68:**

18 See Exhibit B, documents 9 through 11.

19 **Category No. 69:**

20 No responsive documents found.

21 **Category No. 70:**

22 See Exhibit B, documents 12 through 21.

23 **Category No. 71:**

24 No responsive documents found.

25 **Category No. 72:**

26 No responsive documents found.

27 **Category No. 73:**

28 No responsive documents found.

1 **Category No. 74:**

2 See Exhibit B, document 23.

3 **Category No. 75:**

4 No responsive documents found.

5 **Category No. 76:**

6 No responsive documents found.

7 **Category No. 77:**

8 No responsive documents found.

9 **Category No. 78:**

10 No responsive documents found.

11 **Category No. 79:**

12 No responsive documents found.

13 **Category No. 80:**

14 No responsive documents found.

15 **Category No. 81:**

16 No responsive documents found.

17 **Category No. 82:**

18 No responsive documents found.

19 **Category No. 83:**

20 No responsive documents found.

21 **Category No. 84:**

22 See Exhibit B, documents 28 through 33.

23 **Category No. 85:**

24 No responsive documents found.

25 **Category No. 86:**

26 See Exhibit B, document 34.

27 **Category No. 87:**

28 No responsive documents found.

1 **Category No. 88:**

2 See Exhibit B, documents 35 through 42.

3 **Category No. 89:**

4 No responsive documents found.

5 **Category No. 90:**

6 Already provided in response to Phase I request for documents. No additional documents
7 found.

8 **Category No. 91:**

9 Already provided in response to Phase I request for documents. No additional documents
10 found.

11 **Category No. 92:**

12 Already provided in response to Phase I request for documents. No additional documents
13 found.

14 **Category No. 93:**

15 Already provided in response to Phase I request for documents. No additional documents
16 found.

17 **Category No. 94:**

18 Already provided in response to Phase I request for documents. No additional documents
19 found.

20 **Category No. 95:**

21 No responsive documents found.

22 **Category No. 96:**

23 No responsive documents found.

24 **Category No. 97:**

25 No responsive documents found.

26 **Category No. 98:**

27 No responsive documents found.

28 **Category No. 99:**

1 No responsive documents found.

2 **Category No. 100:**

3 No responsive documents found.

4 **Category No. 101:**

5 No responsive documents found.

6 **Category No. 102:**

7 No responsive documents found, other than what has already been provided.

8 **Category No. 103:**

9 No responsive documents found.

10 **Category No. 104:**

11 Not applicable.

12 **Category No. 105:**

13 Not applicable.

14 **Category No. 106:**

15 No responsive documents found.

16 **Category No. 107:**

17 No responsive documents found.

18 **Category No. 108:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 109:**

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 **Category No. 110:**

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 **Category No. 111:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 112:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 113:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **Category No. 114:**

10 See Exhibit B, documents 4 through 8. Other documents provided in response to Phase I
11 request for documents.

12 **Category No. 115:**

13 No responsive documents found.

14 **Category No. 116:**

15 Already provided in response to Phase I request for documents. No additional documents
16 found.

17 **Category No. 117:**

18 Already provided in response to Phase I request for documents. No additional documents
19 found.

20 **Category No. 118:**

21 See Exhibit B, documents 9 through 11. Other documents provided in response to Phase I
22 request for documents.

23 **Category No. 119:**

24 See Exhibit B, documents 9 through 11. Other documents provided in response to Phase I
25 request for documents.

26 **Category No. 120:**

27 See Exhibit B, documents 12 through 21. Other documents provided in response to Phase
28 I request for documents.

1 **Category No. 121:**

2 No responsive documents found.

3 **Category No. 122:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 123:**

7 No responsive documents found.

8 **Category No. 124:**

9 See Exhibit B, document 23. Other documents provided in response to Phase I request for
10 documents.

11 **Category No. 125:**

12 No responsive documents found.

13 **Category No. 126:**

14 No responsive documents found in addition to what was provided in response to Phase I
15 request for documents.

16 **Category No. 127:**

17 No responsive documents found.

18 **Category No. 128:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 129:**

22 No responsive documents found.

23 **Category No. 130:**

24 Already provided in response to Phase I request for documents. No additional documents
25 found.

26 **Category No. 131:**

27 No responsive documents found.

28 **Category No. 132:**

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 133:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 134:**

7 See Exhibit B, documents 28 through 33. Other documents provided in response to Phase
8 I request for documents.

9 **Category No. 135:**

10 No responsive documents found.

11 **Category No. 136:**

12 See Exhibit B, document 34. Other documents provided in response to Phase I request for
13 documents.

14 **Category No. 137:**

15 No responsive documents found.

16 **Category No. 138:**

17 See Exhibit B, documents 35 through 42. Other documents provided in response to Phase
18 I request for documents.

19 **Category No. 139:**

20 No responsive documents found.

21 **Category No. 140:**

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 **Category No. 141:**

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 **Category No. 142:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 143:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 144:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **Category No. 145:**

10 Already provided in response to Phase I request for documents. No additional documents
11 found.

12 **Category No. 146:**

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 **Category No. 147:**

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 **Category No. 148:**

19 No responsive documents found, other than what has already been provided.

20 **Category No. 149:**

21 No responsive documents found, other than what has already been provided.

22 **Category No. 150:**

23 No responsive documents found, other than what has already been provided.

24 **Category No. 151:**

25 No responsive documents found.

26 **Category No. 152:**

27 No responsive documents found.

28 **Category No. 153:**

1 No responsive documents found.

2 **Category No. 154:**

3 See Exhibit C.

4 **Category No. 155:**

5 See Exhibit D, documents related to Kipperman Payment from bankruptcy estate of Prism
6 Advanced Technologies, Inc.(RFA #9), Trustee's final report

7 **Category No. 156:**

8 See Exhibit C for copies of bank statements showing deposits, from Compass Bank,
9 Destin, FL.

10 **Category No. 157:**

11 See Exhibit C for copies of bank statements showing deposits, from Compass Bank,
12 Destin, FL.

13 **Category No. 158:**

14 The documents referred to are not in my possession. They are imaged documents that can
15 be reproduced for a fee.

16 **Category No. 159:**

17 The documents referred to are not in my possession. They are imaged documents that can
18 be reproduced for a fee.

19 **Category No. 160:**

20 No responsive documents found.

21 **Category No. 161:**

22 No responsive documents found.

23 **Category No. 162:**

24 See Exhibit C.


25

26 Dated: April 10, 2007

27

28

By:


M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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EXHIBIT F

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5 Attorneys for Alleged Debtor
Francis J. Lopez

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re:

FRANCIS J. LOPEZ,

Alleged Debtor.

CASE NO.: 05-05926-PBINV

Involuntary Chapter 7

**SUPPLEMENTAL RESPONSE TO
INTERROGATORIES PROPOUNDED
TO ALLEGED DEBTOR FRANCIS J.
LOPEZ (PHASE II)**

JUDGE: Hon. Peter W. Bowie
DEPT.: 4

PROPOUNDING PARTY:	Petitioning Creditors
RESPONDING PARTY:	Alleged Debtor Francis J. Lopez
SET NO.:	ONE (1)/Phase II

INTERROGATORIES

General Note (“General Note”) in Response to Interrogatories.

Most of the interrogatories refer to debts owed as of June 30, 2005, and ask me to identify:

(a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such

1 increases; and (d) the dates and payments made on that obligation. In fact, those questions
2 are posed on no less than 25 out of a total of 35 interrogatories. However, answering these
3 questions depends on how the "original amount" is defined. If it is defined as any original
4 transaction that gives rise to the balance as of June 30th, then it is possible to have a
5 revolving account that may have hundreds or even thousands of transactions, given
6 question (c), and dozens or more transactions pertinent to question (d). If the original
7 amount is defined as the amount as of June 30th, then question (b) seems to be irrelevant. I
8 therefore request clarification as to these interrogatories (Numbers 10 through 34) so that I
9 can proceed. If indeed I am requested to go back several years to find original balances,
10 then I suggest that there is an overwhelming burden to answer the interrogatories as
11 phrased. Notwithstanding the fact that the wording is unclear, there are requests that are
12 answerable regardless, as either the account with the creditor is not an old one, or
13 transactions with that creditor were of a limited nature. Thus, I have answered
14 interrogatories 10, 19, 23, 29 and 31 for these reasons.

15
16 **INTERROGATORY NO. 1:**

17 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served
18 with these interrogatories was an unqualified admission, then for each response which is
19 not an unqualified admission, state the number of the request and all of the facts upon
20 which YOU base YOUR response.

21 **RESPONSE INTERROGATORY NO. 1:**

22 No. 1, I did in fact receive some cash payments from Noveon during the specified period.

23 No. 3, I was in fact an independent contractor for another entity during the specified
24 period.

25 No. 4, I was in fact entitled to receive remuneration as a result of services rendered during
26 the specified time period.

27 No. 10, I never signed as a personal guarantor on any agreement between Herman Miller
28 Capital and Prism Advanced Technologies, Inc.

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 1:**

2 No. 1: I am aware of at least two payments from Noveon to me during the specified
3 period. The first was a payment in the amount of \$1,000 on or about 1/4/2005, the second
4 was a payment in the amount of \$35.00 on or about 4/26/05.

5 No. 3 and No. 4: During this period, I was also an independent contractor as a licensed
6 life and health insurance agent. I operated as an independent agent, and had agency
7 agreements with a number of insurance companies. These agreements entitled me to
8 compensation for insurance policies issued to policyholders as a result of my efforts.

9 No. 7: I never authorized J. Fischbach to sign a stipulation by me on a personal basis, for
10 the appointment of Kipperman. Kipperman was appointed with the consent of the CEO of
11 Prism.

12 No. 8: Kipperman nor any of his agents or employees, have ever approached me on a
13 personal basis to suggest that I pay any portion of his receivership bills or expenses.
14 Further, I have never received any statements, notices, letters or any correspondence to
15 suggest that I was responsible for the payment of these bills or expenses.

16 No. 9: Kipperman submitted bills and expenses to the state court and the Prism
17 bankruptcy court. I read a document from the latter court that indicated that Kipperman
18 received some payment from Prism's estate for his services.

19 No. 10: Herman Miller capital financed a lease of office furniture that was used by Prism
20 Advanced Technologies. This lease was agreed to by me acting as CEO of Prism, and was
21 never guaranteed by me personally.

22 **INTERROGATORY NO. 3:**

23 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served
24 with these interrogatories an unqualified admission, then for each response which is not an
25 unqualified admission, state the number of the request, and IDENTIFY all DOCUMENTS,
26 wittings and other tangible thins that YOU content support YOUR response.

27 **RESPONSE INTERROGATORY NO. 3:**

28 Vague as to the meaning of the phrase YOU content

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 3:**

2 No. 1: Check number 5135 for \$1,000.00 issued by Noveon Systems, Inc. on 1/4/2005;
3 check number 5171 for \$35.00 issued by Noveon Systems, Inc. on 4/26/05.

4 No. 3 and No. 4: Contracts with the following: LifeStar Financial, Old Mutual Life
5 Insurance, P.O. Box 81497, Lincoln, NE 68501.

6 No. 7: I am not aware of any other documents related to this, other than the document
7 referred to by Petitioning Creditor

8 No. 8: There are no documents responsive to this response, as I never received any nor did
9 I ever hear of any.

10 No. 9: Kipperman filed numerous documents with the state court and the Prism
11 bankruptcy court. One of the documents that I am referring to is the payment of certain
12 amounts to Kipperman from the Prism Bankruptcy estate.

13 No. 10: Herman Miller Capital lease contract with Prism Advanced Technologies, Inc.

14 **INTERROGATORY NO. 4:**

15 IDENTIFY by date, source, and amount, all cash receipts of any kind (including
16 loan proceeds) that YOU received from any source – including but not limited to –
17 NOVEON between January 1 and July 1, 2005.

18 **RESPONSE INTERROGATORY NO. 4:**

19 **Still researching, will provide.**

20 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 4:**

21 (a) 1/4/05, Noveon Systems, Inc., \$1,000.00

22 (b) 4/26/05, Noveon Systems, Inc., \$35.00

23 (c) 2/3/05, Paypal, \$200.00

24 (d) 1/26/05, Compass Bank, \$0.34. There are many small cash receipts for interest that
25 I will not bother to list unless you want them.

26 There are other cash receipt transactions that may be responsive to this interrogatory, I
27 am still researching those.

28 **INTERROGATORY NO. 5:**

1 IDENTIFY by date, source, and amount, all cash receipts (including loan proceeds)
2 that MADELEINE LOPEZ received from any source other than NOVEON between
3 January 1 and July 1, 2005

4 **RESPONSE INTERROGATORY NO. 5:**

5 The requested information is not in my possession or control.

6 **INTERROGATORY NO. 6:**

7 IDENTIFY any and all documents that memorialize, reflect, or refer to the
8 mortgage to Lehman Brothers Bank, secured by the Residence.

9 **RESPONSE INTERROGATORY NO. 6:**

10 Any responsive documents are not in my possession or control.

11 **INTERROGATORY NO. 9:**

12 IDENTIFY all PERSONS and entities with whom MADELEINE LOPEZ had any
13 contractual or employment relationship at any time between January 1, 2005 and July 31,
14 2005

15 **RESPONSE INTERROGATORY NO. 9:**

16 Unknown.

17 **INTERROGATORY NO. 11:**

18 With respect to any or all debts that YOU OWED to Lehman Brothers Bank as of
19 June 30, 2005, IDENTITY: (a) the original amount of the obligation; (b) the date it was
20 originally incurred; (c) the dates upon which the amount those obligations increased and
21 the amount of such increases; and, (d) the dates and amounts of all payments made on that
22 obligation.

23 **RESPONSE INTERROGATORY NO. 11:**

24 Unknown.

25 **INTERROGATORY NO. 12:**

26 With respect to any or all debts that YOU OWED to Allstate Floridian as of June
27 30, 2005, IDENTITY: (a) the original amount of the obligation; (b) the date it was
28 originally incurred; (c) the dates upon which the amount those obligations increased and

1 the amount of such increases; and, (d) the dates and amount s of all payments made on that
2 obligation.

3 **RESPONSE INTERROGATORY NO. 12:**

4 See General Note. Vague as to the “original amount of the obligation”, is this the amount
5 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
6 of the obligation has varied over time, and the opening transactions may go back several
7 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
8 these payments up until a certain date? Does your request include payments made on
9 opening balance transactions, regardless of date, or balances as of June 30, 2005?

10 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 12:**

11 This is a difficult question to answer. The original amount of the obligation as of June 30,
12 2005, to the best of my knowledge, was \$134.00. This is a homeowners’ insurance policy
13 that underwent an increase on April 27, 2005. That increase required additional payments
14 to be made for the policy that expired on July 16, 2005.

15 **INTERROGATORY NO. 13:**

16 With respect to any or all debts that YOU OWED to American Express as of June
17 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
18 originally incurred; (c) the dates upon which the amount those obligations increased and
19 the amount of such increases; and, (d) the dates and amount of all payments made on that
20 obligation.

21 **RESPONSE INTERROGATORY NO. 13:**

22 See General Note. Vague as to the “original amount of the obligation”, is this the amount
23 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
24 of the obligation has varied over time, and the opening transactions may go back several
25 years. Vague as to “the dates and amounts of all payments made on that obligation” , are
26 these payments up until a certain date? Does your request include payments made on
27 opening balance transactions, regardless of date, or balances as of June 30, 2005?

28 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 13:**

1 As of June 30, 2005, the balance owing to American Express, to the best of my knowledge,
2 was \$24,903.26. These obligations were incurred over time, and were associated with
3 business and personal expenses related to Prism Advanced Technologies, Inc. No
4 payments were made toward this obligation after June, 2005.

5 **INTERROGATORY NO. 14:**

6 With respect to any or all debts that YOU OWED to American Home Shield as of
7 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
8 originally incurred; (c) the dates upon which the amount those obligations increased and
9 the amount of such increases; and (d) the dates and amounts of all payments made on that
10 obligation.

11 **RESPONSE INTERROGATORY NO. 14:**

12 See General Note. Vague as to the "original amount of the obligation", is this the amount
13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
14 of the obligation has varied over time, and the opening transactions may go back several
15 years. Vague as to "the dates and amounts of all payments made on that obligation", are
16 these payments up until a certain date? Does your request include payments made on
17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 14:**

19 After contacting this creditor and reviewing my records, this obligation was for an annual
20 insurance policy that ran from July 2004 through July 2005, and the policy for that period
21 was paid in full prior to June 30, 2005. The first installment was paid on 7/20/04 for
22 \$128.33, and the final installment was paid in November of 2004.

23 **INTERROGATORY NO. 15:**

24 With respect to any or all debts that YOU OWED to Bank of America as of June
25 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
26 originally incurred; (c) the dates upon which the amount those obligations increased and
27 the amount of such increases; and (d) the dates and amounts of all payments made on that
28 obligation.

1 RESPONSE INTERROGATORY NO. 15:

2 See General Note. Vague as to the "original amount of the obligation", is this the amount
 3 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 4 of the obligation has varied over time, and the opening transactions may go back several
 5 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 6 these payments up until a certain date? Does your request include payments made on
 7 opening balance transactions, regardless of date, or balances as of June 30, 2005?

8 SUPPLEMENTAL RESPONSE INTERROGATORY NO. 15:

9 (a) approximately \$2386.50; (b) longstanding revolving credit line, no way to determine;
 10 (c) not applicable; (d) 8/11/05 for \$292.50, account was closed shortly thereafter due to the
 11 filing of the involuntary petition

12 INTERROGATORY NO. 16:

13 With respect to any or all debts that YOU OWED to Bank Card Services as of June
 14 30, 2005 IDENTIFY: (a) the original amount of the obligation; (b) the date it was
 15 originally incurred; (c) the dates upon which the amount those obligations increased and
 16 the amount of such increases; and (d) the dates and amounts of all payments made on that
 17 obligation.

18 RESPONSE INTERROGATORY NO. 16:

19 See General Note. Vague as to the "original amount of the obligation", is this the amount
 20 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 21 of the obligation has varied over time, and the opening transactions may go back several
 22 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 23 these payments up until a certain date? Does your request include payments made on
 24 opening balance transactions, regardless of date, or balances as of June 30, 2005?

25 SUPPLEMENTAL RESPONSE INTERROGATORY NO. 16:

26 After examining my records, I do not believe that I owed this creditor as of June 30, 2005.

27 INTERROGATORY NO. 17:

28 With respect to any or all debts that YOU OWED to Cingular as of June 30, 2005,

1 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 2 incurred; (c) the dates upon which the amount those obligations increased and the amount
 3 of such increases; and (d) the dates and amounts of all payments made on that obligation.

4 **RESPONSE INTERROGATORY NO. 17:**

5 See General Note. Vague as to the "original amount of the obligation", is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 17:**

12 (a) \$162.22; (b) June 19, 2005; (c) not applicable; (d) 7/7/05 for \$151.18, 8/10/05 for
 13 \$151.18; 9/7/05 for \$175.72.

14 **INTERROGATORY NO. 18:**

15 With respect to any or all debts that YOU OWED to Citicard as of June 30, 2005,
 16 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 17 incurred; (c) the dates upon which the amount those obligations increased and the amount
 18 of such increases; and (d) the dates and amounts of all payments made on that obligation.

19 **RESPONSE INTERROGATORY NO. 18:**

20 See General Note. Vague as to the "original amount of the obligation", is this the amount
 21 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 22 of the obligation has varied over time, and the opening transactions may go back several
 23 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 24 these payments up until a certain date? Does your request include payments made on
 25 opening balance transactions, regardless of date, or balances as of June 30, 2005?

26 bill date was July 2005; (c) not applicable; (d) 8/22/05, \$1013.03

27 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 18:**

28 This was a longstanding revolving credit account, the approximate balance as of June 30,

2005 was \$32,515.00. I had been making regular monthly payments of \$379.00. After the involuntary petition, Citibank refused to process any more payments, citing the bankruptcy. (c) the obligations did not increase after that date; (d) see below:

10/18/04, \$379

11/18/04, \$379

12/18/04, \$379

1/18/05, \$379

2/18/05, \$379

3/18/05, \$379

4/18/05, \$379

5/18/05, \$379

6/18/05, \$379

INTERROGATORY NO. 20:

With respect to any or all debts that YOU OWED to Cox Communication as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the date upon which the amount those obligations increased and the amount of such increases; and (d) the dates and amounts of all payments made on that obligation.

RESPONSE INTERROGATORY NO. 20:

See General Note. Vague as to the "original amount of the obligation", is this the amount as of a specified date, or an earlier date? Since this is a longstanding account, the amount of the obligation has varied over time, and the opening transactions may go back several years. Vague as to "the dates and amounts of all payments made on that obligation", are these payments up until a certain date? Does your request include payments made on opening balance transactions, regardless of date, or balances as of June 30, 2005?

SUPPLEMENTAL INTERROGATORY NO. 20:

(a) \$232.60; (b) 6/22/2005; (c) not applicable; (d) payment on 7/7/05 for \$237.98.

INTERROGATORY NO. 21:

1 With respect to any or all debts that YOU OWED to Walton Beach Medical Center
 2 as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it
 3 was originally incurred; (c) the date upon which the amount those obligations increased
 4 and the amount of such increases; and (d) the dates and amonts of all payments made on
 5 that obligation.

6 **RESPONSE INTERROGATORY NO. 21:**

7 See General Note. Vague as to the "original amount of the obligation", is this the amount
 8 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 9 of the obligation has varied over time, and the opening transactions may go back several
 10 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 11 these payments up until a certain date? Does your request include payments made on
 12 opening balance transactions, regardless of date, or balances as of June 30, 2005?

13 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 21:**

14 (a) estimated at \$1900.00; (b) unknown; (c) not applicable; (d) not applicable (A)

15 **INTERROGATORY NO. 22:**

16 With respect to any or all debts that YOU OWED to household bank as of June 30,
 17 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was originally
 18 incurred; (c) the date upon which the amount those obligations increased and the amount
 19 of such increases; and (d) the dates and amonts of all payments made on that obligation.

20 **RESPONSE INTERROGATORY NO. 22:**

21 See General Note. Vague as to the "original amount of the obligation", is this the amount
 22 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 23 of the obligation has varied over time, and the opening transactions may go back several
 24 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 25 these payments up until a certain date? Does your request include payments made on
 26 opening balance transactions, regardless of date, or balances as of June 30, 2005?

27 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 22:**

28 (a) \$2295.95; (b) longstanding revolving credit line; (c) after the filing of the involuntary

1 petition, the account was closed and Household Bank would not process any more
2 payments; (d) not applicable.

3 **INTERROGATORY NO. 24:**

4 With respect to any or all debts that YOU OWED to Northwest Florida Daily News
5 as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it
6 was originally incurred; (c) the date upon which the amount those obligations increased
7 and the amount of such increases; and (d) the dates and amounts of all payments made on
8 that obligation.

9 **RESPONSE INTERROGATORY NO. 24:**

10 See General Note. Vague as to the "original amount of the obligation", is this the amount
11 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
12 of the obligation has varied over time, and the opening transactions may go back several
13 years. Vague as to "the dates and amounts of all payments made on that obligation", are
14 these payments up until a certain date? Does your request include payments made on
15 opening balance transactions, regardless of date, or balances as of June 30, 2005?

16 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 24:**

17 After a review of all of my records with regard to this creditor, it appears that I did not owe
18 them anything as of June 30, 2005.

19 **INTERROGATORY NO. 25:**

20 With respect to any or all debts that YOU OWED to Okaloosa Gas District as of
21 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
22 originally incurred; (c) the date upon which the amount those obligations increased and the
23 amount of such increases; and (d) the dates and amounts of all payments made on that
24 obligation.

25 **RESPONSE INTERROGATORY NO. 25:**

26 See General Note. Vague as to the "original amount of the obligation", is this the amount
27 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
28 of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 25:**

5 (a) \$44.33; (b) 6/21/05; (c) not applicable; (d) on or about 7/15/05 for \$44.33

6 **INTERROGATORY NO. 26:**

7 With respect to any or all debts that YOU OWED to Progressive Insurance as of
 8 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
 9 originally incurred; (c) the date upon which the amount those obligations increased and the
 10 amount of such increases; and (d) the dates and amounts of all payments made on that
 11 obligation.

12 **RESPONSE INTERROGATORY NO. 26:**

13 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 14 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 15 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 16 the amount of the obligation has varied over time, and the opening transactions may go
 17 back several years. Vague as to "the dates and amounts of all payments made on that
 18 obligation", are these payments up until a certain date? Does your request include
 19 payments made on opening balance transactions, regardless of date, or balances as of June
 20 30, 2005?

21 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 26:**

22 (a) \$157.20; (b) not applicable; (c) not applicable; (d) see below:
 23 \$157.20, 8/22/05 A

24 **INTERROGATORY NO. 27:**

25 With respect to any or all debts that YOU OWED to Citibank/quicken Platinum
 26 Card as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the
 27 date it was originally incurred; (c) the date upon which the amount those obligations
 28 increased and the amount of such increases; and (d) the dates and amounts of all payments

1 made on that obligation.

2 **RESPONSE INTERROGATORY NO. 27:**

3 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 4 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 5 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 6 the amount of the obligation has varied over time, and the opening transactions may go
 7 back several years. Vague as to "the dates and amounts of all payments made on that
 8 obligation", are these payments up until a certain date? Does your request include
 9 payments made on opening balance transactions, regardless of date, or balances as of June
 10 30, 2005?

11 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 27:**

12 (a) \$848.00 as of June 30, 2005; (b) revolving longstanding debt; (c) Quicken refused to
 13 process any payments after June, 2005 due to the involuntary petition; (d) none after June
 14 2005.

15 **INTERROGATORY NO. 28:**

16 With respect to any or all debts that YOU OWED to Texaco as of June 30, 2005,
 17 IDENTIFY (a) the original amount of the obligation; (b) the date it was originally
 18 incurred; (c) the date upon which the amount those obligations increased and the amount
 19 of such increases; and (d) the dates and amounts of all payments made on that obligation.

20 **RESPONSE INTERROGATORY NO. 28:**

21 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 22 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 23 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 24 the amount of the obligation has varied over time, and the opening transactions may go
 25 back several years. Vague as to "the dates and amounts of all payments made on that
 26 obligation", are these payments up until a certain date? Does your request include
 27 payments made on opening balance transactions, regardless of date, or balances as of June
 28 30, 2005?

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 28:**

2 (a) revolving debt, balance as of 6/11/05 was \$350.20; (b) revolving balance, no
 3 "original date" can be determined; (c) and (d) below:

4 7/11/05 balance \$340.99, payment 7/22/05 for \$65.00

5 8/11/05 balance \$281.40, payment 8/14/05 for \$50.99

6 9/11/05 balance \$234.71, payment 9/26/05 for \$10.00

7 10/11/05 balance 228.84, payment 10/20/05 for \$25.00

8 11/11/05 balance \$278.85, payment 12/15/05 for \$10.00

9 12/12/05 balance \$306.28, payment on or about 1/6/06 for \$100.00

10 **INTERROGATORY NO. 30:**

11 With respect to any or all debts that YOU OWED to Verizon as of June 30, 2005,
 12 IDENTIFY (a) the original amount of the obligation; (b) the date it was originally
 13 incurred; (c) the date upon which the amount those obligations increased and the amount
 14 of such increases; and (d) the dates and amounts of all payments made on that obligation.

15 **RESPONSE INTERROGATORY NO. 30:**

16 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 17 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 18 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 19 the amount of the obligation has varied over time, and the opening transactions may go
 20 back several years. Vague as to "the dates and amounts of all payments made on that
 21 obligation", are these payments up until a certain date? Does your request include
 22 payments made on opening balance transactions, regardless of date, or balances as of June
 23 30, 2005?

24 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 30:**

25 This was a longstanding account for monthly cellular service for my business phone. (a)
 26 \$271.64; (b) occurred on a repeating monthly basis; (c) I have records of the following
 27 payments: 9/7/05, 65.26; 11/16/05, 37.98; 4/5/05, 35.16; approximately 7/30/05, 276.78;
 28 5/4/05, 35.16; 3/2/05, 35.16; 1/25/05, 64.89

1 **RESPONSE INTERROGATORY NO. 32:**

2 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 3 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 4 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 5 the amount of the obligation has varied over time, and the opening transactions may go
 6 back several years. Vague as to "the dates and amounts of all payments made on that
 7 obligation", are these payments up until a certain date? Does your request include
 8 payments made on opening balance transactions, regardless of date, or balances as of June
 9 30, 2005?

10 **INTERROGATORY NO. 32:**

11 With respect to any or all debts that YOU OWED to Union Bank of California as of
 12 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
 13 originally incurred; (c) the date upon which the amount those obligations increased and the
 14 amount of such increases; and (d) the dates and amounts of all payments made on that
 15 obligation.

16 **RESPONSE INTERROGATORY NO. 33:**

17 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 18 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 19 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 20 the amount of the obligation has varied over time, and the opening transactions may go
 21 back several years. Vague as to "the dates and amounts of all payments made on that
 22 obligation", are these payments up until a certain date? Does your request include
 23 payments made on opening balance transactions, regardless of date, or balances as of June
 24 30, 2005?

25 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 33:**

26 (a) The obligation as of June 30, 2005 was \$6,000; (b) not applicable; (c) not applicable;
 27 (d) Subsequent to that date, six equal installments of \$1000.00 were paid to Union
 28 Bank, on a monthly basis from July through December, 2005:

INTERROGATORY NO. 34:

With respect to any or all debts that YOU OWED to Thomas B. Gorrill as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the date upon which the amount those obligations increased and the amount of such increases; and (d) the dates and amounts of all payments made on that obligation.

RESPONSE INTERROGATORY NO. 34:

Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party. In addition, See General Note. Vague as to the "original amount of the obligation", is this the amount as of a specified date, or an earlier date? Since this is a longstanding account, the amount of the obligation has varied over time, and the opening transactions may go back several years. Vague as to "the dates and amounts of all payments made on that obligation", are these payments up until a certain date? Does your request include payments made on opening balance transactions, regardless of date, or balances as of June 30, 2005?

SUPPLEMENTAL RESPONSE INTERROGATORY NO. 34:

I do not have the exact figure owing to this creditor. It was approximately \$1,000.00. In November, 2006, I paid this creditor \$1,000 as payment in full for all services rendered. Unfortunately, as of the time of this writing, I do not know the exact date payment was made.

INTERROGATORY NO. 35:

IDENTIFY by name, address, telephone number, facsimile number, and e-mail address, all PERSONS or entities that made payments on any of YOUR obligations at any time from January 1, 2005 to the date of YOUR response to these INTERROGATORIES, and the dates and amounts of each such payment.

RESPONSE INTERROGATORY NO. 35:

Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party. In addition, See General Note.

1 SUPPLEMENTAL INTERROGATORY NO. 35:

2 Madeleine Lopez, my wife, 310 Sand Myrtle Trail, Destin, FL 32541; some business
3 expenses, where the account was in my name, were paid by Noveon Systems, Inc., PO Box
4 219, Destin, FL 32541 (now defunct).

5 Dated: ~~March 30~~, 2007

6 April 10,

7
8 By: _____

M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

VERIFICATION

1
2
3 UNITED STATE BANKRUPTCY }
4 COURT FOR THE SOUTHERN } ss.
5 DISTRICT OF CALIFORNIA
6
7

8 I have read the foregoing Responses to the REQUEST FOR SUPPLEMENTAL
9 RESPONSES TO INTERROGATORIES, SET NUMBER ONE / Phase II and know its
10 contents.

11 I am an alleged debtor in this action. The matters stated in the foregoing document
12 are true of my own knowledge except as to those matters which are stated on information
13 and belief, and as to those matters I am informed and believe that they are true.

14 Executed on April 10, 2007, at Destin, Florida.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.
17

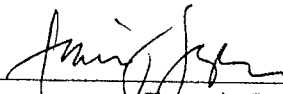
18 
19 _____
20 Francis J. Lopez
21
22
23
24
25
26
27
28

EXHIBIT G

KEEHN & ASSOCIATES

402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
www.keehnlaw.com

PHONE: (619) 400-2200
FACSIMILE: (619) 400-2201

May 14, 2007

VIA E-MAIL AND FIRST CLASS MAIL

M. Jonathon Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, CA 91367
Email: jhayes@polarisnet.net

Re: Summary of Meet and Confer

Dear Mr. Hayes:

Thank you for meeting with me Friday afternoon, May 11, 2007, to meet and confer in connection with the deficiencies in the supplemental responses provided by Mr. Lopez. The following will summarize those items which you have agreed to supplement, or cause to be otherwise corrected, based on our discussion:

1. (Facts Supporting Denials of Requests for Admission) Mr. Lopez will provide a supplemental response identifying the facts upon which Mr. Lopez relied in giving his response to request for admission number 5.
2. Mr. Lopez will identify the "other cash receipt transactions" referred to in your supplemental response to interrogatory number 4, and he will complete all applicable "research" necessary to respond to that interrogatory by the time of his supplemental response.
3. Mr. Lopez will provide a meaningful response to interrogatory number 5, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.
4. Mr. Lopez will provide a meaningful response to interrogatory number 6, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.
5. Mr. Lopez will provide a meaningful response to interrogatory number 11, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.

M. Jonathon Hayes

May 14, 2007

Page 2

6. Interrogatory number 13 does not address the dates upon which any payments were made on American Express obligation. While it admits that "no payments were made towards this obligation after June 2005" that obviously begs the question of what payments, if any, were being made in the period leading up to the petition. The response to this interrogatory must be supplemented to be completely responsive.

7. The supplemental response to interrogatory number 15 requires Mr. Lopez to identify the dates upon which payments, if any, were made.

8. The supplemental response to interrogatory number 16 is that "after examining my records, I do not believe I owed this creditor as of June 30, 2005." However, the documents that were "examined" to lead to that conclusion were not provided. These documents must be identified and provided with the next supplemental response.

9. The supplemental response to interrogatory number 17 is internally inconsistent. By indicating that the response to Part (C) is "not applicable," Mr. Lopez is saying that he never increased the original amount of \$162.22. However, he thereafter made payments in the amount of \$151.18, for two consecutive months, followed by a payment of \$175.72. This supplemental response must be corrected.

10. The supplemental response to interrogatory number 18 is non-responsive. Rather than identifying the date upon which the obligation was incurred, it purports to identify the balance on June 30, 2005. In that fashion, the response to Part (C) is also non-responsive in that it only addresses increases in the obligations after June 30, 2005. Similarly, the responses to Part (D) are non-responsive because they only address the post-petition period. These responses must be supplemented to be fully responsive to the inquiry made.

11. The supplemental response to interrogatory number 22 is non-responsive. It fails to identify the date that the revolving credit line came into existence, the increases in the credit line, and any pre-petition decreases in that credit line.

12. The supplemental response to interrogatory number 22 is that "after examining my records, I do not believe I owed this creditor as of June 30, 2005." However, the documents that were "examined" to lead to that conclusion were not provided. These documents must be identified and provided with the next supplemental response.

13. The supplemental response to interrogatory number 27 is non-responsive. It fails to identify the date upon which the revolving credit facility was established, the increases to that credit facility, and the dates of pre-petition payments. Most of the response refers to the refusal of the creditor to process post-petition payments, which is neither relevant nor responsive to the inquiry made. A fully responsive supplement must be provided.

14. The supplemental response to interrogatory number 28 is non-responsive. It does not identify the date upon which the credit facility was established, the increases made, or pre-

M. Jonathon Hayes

May 14, 2007

Page 3

petition payments made. The listing of post-petition payments made is neither relevant nor responsive to the inquiry made. A fully responsive supplement must be made.

15. The supplemental response to interrogatory number 30 is non-responsive. It identifies post-petition payments without identifying any pre-petition payments. A fully responsive supplement must be made.

16. The supplemental response to interrogatory number 33 is non-responsive. It fails to identify the date the obligation was incurred, its original amount, or any pre-petition payments. A fully responsive supplement must be made.

17. The supplemental response to interrogatory number 4 is completely non-responsive. It deals only with a post-petition balance and ignores the inquiry that has been made. A fully responsive supplement must be made.

18. Mr. Lopez has identified, but failed to provide, a copy of check number 5135 for \$1000, or the "Herman Miller Capital Lease." A copy must be provided.

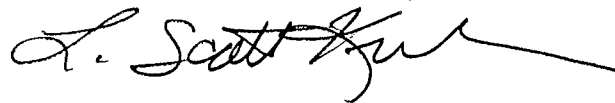
19. None of the supplemental documents provided by Mr. Lopez identify the category or categories of responses to which he was responding. Nor were they provided in the manner in which they were kept in his business records. This information must be provided.

I would like to thank you once again for taking the time to meet with me and discuss these issues. At the risk of commenting on the obvious, I would ask you to remind Mr. Lopez that the Court requires all supplemental responses to be in our possession not later than Monday, May 21, 2007. I would be happy to accept the documents and the second supplemental responses via e-mail if that will expedite or facilitate the process.

If you have any questions or comments pertaining to any aspect of this matter, please contact me at your convenience.

Very truly yours,

KEEHN & ASSOCIATES, APC



L. Scott Keehn

cc: Client (via e-mail only)

110198/LSK/5311.01

EXHIBIT H

L. Scott Keehn - Re: Supplemental Discovery

From: L. Scott Keehn
To: Hayes, M. Jonathan
Date: 5/22/2007 9:24 AM
Subject: Re: Supplemental Discovery

Jon,

You can have another two business days, **but only if** you prepare a stipulation and order that also provides us an additional two business days to file our supplemental sanctions motion (i.e. from 5/25/07 to 5/30/07). Let me know how you want to proceed.

Very truly yours,
L.Scott Keehn

KEEHN &
ASSOCIATES

This is an e-mail from Keehn & Associates, APC, Attorneys-at-Law. THE CONTENTS OF THIS E-MAIL ARE PRIVILEGED AND CONFIDENTIAL AND ARE INTENDED ONLY FOR THE USE OF THE ORDINARY USER OF THE E-MAIL ADDRESS TO WHICH IT WAS ADDRESSED. No one else may copy or forward all or any of it in any form. Our postal address is 402 West Broadway, Suite 1210, San Diego, California 92101.

If you receive this e-mail in error, we would be obliged if you would contact the sender by reply email or telephone at (619) 400-2200 and destroy all copies of the original message.

>>> "M. Jonathan Hayes" <jhayes@polarisnet.net> 5/21/2007 7:10 PM >>>
Scott,

Francis was out of town most of last week. He spent the weekend working on responding to your letter re our meet and confer. This is his response.

1) We had some initial confusion on the wording of your interrogatory requests, especially since it appeared that you were asking for a complete history of each creditor account, since its' inception. You later clarified that your were only concerned as of June 30, 2005. We provided supplemental answers with that in mind. Now, in this letter, you seem to be asking for the complete history again. Some of these accounts have hundreds of changes to the balance over their long history.

2) If you want a complete transactional history for the accounts listed in your letter, we can request copies from the creditors, if they still have them. I think it's over the top to

ASA 0288

require us to spell out the answers for every change in balance, debit or credit, in an interrogatory response.

3) Specifically as to your letter:

1. Facts are given in this response. We do not understand what other facts you require.
2. None found.
3. Not in client's possession or control.
4. Not in client's possession or control.
5. Not in client's possession or control.
6. We thought you clarified this to be as of June 30 and transactions beyond. See above.
7. This was identified in client's supplemental answer, (d).
8. This means that none were found.
9. Same as (6).
10. Same as (6).
11. Same as (6).
12. No documents were found.
13. Same as (6).
14. Same as (6).
15. Same as (6).
16. Same as (6).
17. Same as (6).
18. Client doesn't know which check for \$1000 you are referring to. Also, he cannot find a copy of the Herman Miller Capital Lease.

Please give us another two days to send you a formal response with these answers.

Jon Hayes

M. Jonathan Hayes

jhayes@polarisnet.net

21800 Oxnard St. Suite 840

Woodland Hills, CA 91367

(818) 710-3656

(818) 710-3659 fax

(818) 402-7537 cell

THIS COMMUNICATION IS PROTECTED FROM DISCOVERY BY THE ATTORNEY
CLIENT

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information intended for the recipient only. If you have received this message in error, please call (818) 710-3656 and notify me of that fact and destroy all copies of this message."

Thank you.

ASA 0290

EXHIBIT I

L. Scott Keehn - RE: Supplemental Discovery

From: "Jon Hayes" <jhayes@polarisnet.net>
To: "L. Scott Keehn" <scottk@keehnlaw.com>
Date: 5/23/2007 9:04 AM
Subject: RE: Supplemental Discovery

Scott,

Thanks and sorry for the delay in getting back to you. I have spoken to Francis. I don't think there is anything additional we can give you that will prevent you filing the motion anyway so I don't think the additional time will do use any good.

Jon

From: L. Scott Keehn [mailto:scottk@keehnlaw.com]
Sent: Tuesday, May 22, 2007 9:25 AM
To: Hayes, M. Jonathan
Subject: Re: Supplemental Discovery

Jon,

You can have another two business days, **but only if** you prepare a stipulation and order that also provides us an additional two business days to file our supplemental sanctions motion (i.e. from 5/25/07 to 5/30/07). Let me know how you want to proceed.

Very truly yours,
L.Scott Keehn

KEEHN
ASSOCIATES

This is an e-mail from Keehn & Associates, APC, Attorneys-at-Law. THE CONTENTS OF THIS E-MAIL ARE PRIVILEGED AND CONFIDENTIAL AND ARE INTENDED ONLY FOR THE USE OF THE ORDINARY USER OF THE E-MAIL ADDRESS TO WHICH IT WAS ADDRESSED. No one else may copy or forward all or any of it in any form. Our postal address is 402 West Broadway, Suite 1210, San Diego, California 92101.

If you receive this e-mail in error, we would be obliged if you would contact the sender by reply email or telephone at (619) 400-2200 and destroy all copies of the original message.

>>> "M. Jonathan Hayes" <jhayes@polarisnet.net> 5/21/2007 7:10 PM >>>

ASA 0292

Scott,

Francis was out of town most of last week. He spent the weekend working on responding to your letter re our meet and confer. This is his response.

1) We had some initial confusion on the wording of your interrogatory requests, especially since it appeared that you were asking for a complete history of each creditor account, since its' inception. You later clarified that your were only concerned as of June 30, 2005. We provided supplemental answers with that in mind. Now, in this letter, you seem to be asking for the complete history again. Some of these accounts have hundreds of changes to the balance over their long history.

2) If you want a complete transactional history for the accounts listed in your letter, we can request copies from the creditors, if they still have them. I think it's over the top to require us to spell out the answers for every change in balance, debit or credit, in an interrogatory response.

3) Specifically as to your letter:

1. Facts are given in this response. We do not understand what other facts you require.
2. None found.
3. Not in client's possession or control.
4. Not in client's possession or control.
5. Not in client's possession or control.
6. We thought you clarified this to be as of June 30 and transactions beyond. See above.
7. This was identified in client's supplemental answer, (d).
8. This means that none were found.
9. Same as (6).
10. Same as (6).
11. Same as (6).
12. No documents were found.
13. Same as (6).
14. Same as (6).
15. Same as (6).
16. Same as (6).
17. Same as (6).
18. Client doesn't know which check for \$1000 you are referring to. Also, he cannot find a copy of the Herman Miller Capital Lease.

Please give us another two days to send you a formal response with these answers.

Jon Hayes

M. Jonathan Hayes
jhayes@polarisnet.net
21800 Oxnard St. Suite 840
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Thank you.

ASA 0294

TAB 110

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
CHIEF JUDGE PETER W. BOWIE, PRESIDING

FRANCIS J. LOPEZ

)
)
)
)
)
)
)

CASE NO. 05-05926-PB

1) STATUS CONFERENCE ON INVOLUNTARY PETITION AND ANSWER

2) PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT
ORDER: A) IMPOSING MONETARY SANCTIONS AGAINST THE DEBTOR;
AND, B) IMPOSING EVIDENTIARY SANCTIONS AGAINST THE
DEBTOR.

REPORTER'S TRANSCRIPT OF PROCEEDINGS

SAN DIEGO, CALIFORNIA
MONDAY, JUNE 25, 2007

SAN DIEGO BANKRUPTCY REPORTERS
BY: LYNETTE ALVES
P.O.BOX 496
SOLANA BEACH, CA 92075
(858) 336-8558

APPEARANCES

M. JONATHAN HAYES

LAW OFFICE OF M. JONATHAN HAYES

21800 OXNARD ST.

SUITE 840

WOODLAND HILLS, CA 91367

(818) 710-3656

L. SCOTT KEEHN

KEEHN & ASSOCIATES, APC

402 WEST BROADWAY, SUITE 1210

SAN DIEGO, CA 92101

(619) 400-2200

SAN DIEGO, CALIFORNIA, MONDAY, JUNE 25, 2007 , 10:00 A.M.

--- O O O ---

THE CLERK: IN THE MATTER OF FRANCIS J. LOPEZ. TWO MATTERS: CONTINUED STATUS CONFERENCE ON INVOLUNTARY PETITION AND ANSWER; AND, PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT ORDER (1) IMPOSING MONETARY SANCTIONS AGAINST THE DEBTOR; AND, (2) IMPOSING EVIDENTIARY SANCTIONS AGAINST THE DEBTOR.

APPEARANCES, PLEASE.

MR. KEEHN: GOOD MORNING, YOUR HONOR.

SCOTT KEEHN APPEARING ON BEHALF OF THE PETITIONING CREDITORS.

MR. HAYES: GOOD MORNING, YOUR HONOR.

JOHN HAYES APPEARING FOR THE DEBTOR -- ALLEGED DEBTOR.

MR. KEEHN: YOUR HONOR, THIS PARTICULAR ODYSSEY BEGAN BEFORE THANKSGIVING, IF YOU CAN BELIEVE THAT, BACK ON NOVEMBER 3RD.

THE COURT: THAT'S NOTHING AT ALL COMPARED TO ADAMS.

MR. KEEHN: YOU KNOW, I WAS HOPING YOU WOULDN'T JUST CONFINE YOURSELF TO THIS RECORD. AND ALSO THE CASE BEFORE, THERE WERE THIRTEEN MEET AND CONFER LETTERS; AND WE DON'T MEET THAT RECORD, EITHER.

BUT THIS IS AN INVOLUNTARY PETITION. AND WE WERE HOPING TO MOVE IT ALONG WITH A LITTLE MORE ALACRITY THAN YOU MIGHT EXPECT IN --

THE COURT: SO YOU'RE SAYING IT REMAINS INVOLUNTARY?

MR. KEEHN: OH, VERY INVOLUNTARY.

WHAT WE HAVE HERE IN RESPONSE TO OUR REQUEST FOR DISCOVERY

THAT WERE PROMULGATED NOW SEVEN MONTHS AGO; AT FIRST THERE WAS NO RESPONSE AT ALL IN THE APPROPRIATE PERIOD. ALL OBJECTIONS WERE WAIVED. AND WHEN WE MOVED FOR MOTION TO COMPEL THE SANCTIONS. COUNSEL COMES IN AND APOLOGIZES FOR DEBTOR, BEMOANS THE FACT THAT WE'RE ASKING FOR A LOT OF INFORMATION; AND AGREES TO THE COURT'S RULING THAT SUPPLEMENTAL RESPONSES SHOULD BE PROVIDED NOT LATER THAN THE 21ST OF MAY.

WELL, ON THE 21ST OF MAY -- AND, ACTUALLY NOTHING HAPPENED BETWEEN THE TIME THE COURT MADE THAT -- GAVE THE DEBTOR THAT SECOND CHANCE. NOTHING HAPPENED BETWEEN THEN AND MAY 21ST UNTIL SHORTLY AFTER SEVEN IN THE EVENING WHEN MR. HAYES E-MAILED MY E-MAIL WITH A REQUEST FOR A DAY OR TWO EXTENSION.

WELL, I DIDN'T HAVE ANY PROBLEM WITH A DAY OR TWO EXTENSION, AS LONG AS I GET AN EQUAL EXTENSION AND TIME TO REPLY. AS SOON AS I SAW THE E-MAIL THE FOLLOWING MORNING, I RELAYED THAT INFORMATION TO MR. HAYES.

IN RESPONSE TO THAT, I RECEIVED ANOTHER E-MAIL THAT SAID, NO, WE'RE NOT GOING TO PROVIDE ANYTHING ELSE AND WE'RE WITHDRAWING OUR REQUEST FOR EXTENSION.

SO ONCE AGAIN, WE HAVE THE TIME PERIOD PASSING AND, OF COURSE, WE WERE PREJUDICED, NOT IN AN OVERWHELMING DEGREE, BUT NOTICEABLY BY THE FACT THAT IN RESPONSE TO THE FIRST E-MAIL WE HAD ANTICIPATED THAT WE WOULD NOT HAVE TO MEET THE ORIGINAL DEADLINE FOR RESPONSE.

SO, UPON RECEIVING THE WITHDRAWAL E-MAIL, WE QUICKLY

REGROUPED AND DID OUR REPLY -- DID OUR MOTION, RATHER. WE HAD ONLY A FEW DAYS TO DO THAT, GIVEN THE SETTING OF THIS PARTICULAR HEARING IN ORDER TO GIVE AN ADEQUATE TIME TO RESPOND. SO WE DID THAT.

AND WE HAVE WHAT HAS BECOME A FAMILIAR PATTERN. WE HAVE, WHAT PURPORTS TO BE RESPONSES GIVEN ON BEHALF OF MR. LOPEZ; AND, IN FACT, THEY'RE NOT REALLY GOOD-FAITH RESPONSES AT ALL. THEY PROVIDE SOME PAPER, MOST OF WHICH WAS PLEADINGS IN CASES THAT MR. LOPEZ HAD EVERY REASON TO KNOW THAT WE ALREADY HAD AND SO WOULD BE COMPLETELY USELESS.

NOW, THIS PARTICULAR DISCOVERY DISPUTE CREATES A DYNAMIC THAT'S DIFFERENT FROM MOST DISCOVERY DISPUTES, BECAUSE MOST DISCOVERY DISPUTES ARISE IN TRADITIONAL LITIGATION. AND TRADITIONAL LITIGATION IS ALWAYS LOOKING BACK AT AN EVENT AND IS STATIC, IN TERMS OF WHERE THE LIABILITIES WILL FALL. BECAUSE THEY DEPEND ON WHAT HAPPENED BACK WHEN WHATEVER INCIDENT OCCURRED, WHATEVER COURSE OF CONDUCT OCCURRED THAT GAVE RISE TO THE TRADITIONAL LITIGATION. SO YOU'RE ALWAYS LOOKING BACKWARDS AND YOU'RE NOT REALLY CONCERNED ABOUT WHAT'S HAPPENING ON A GOING-FORWARD BASIS.

THE DIFFERENT DYNAMIC THAT'S CREATED IN EVERY INVOLUNTARY PETITION IS THE INVOLUNTARY GAP DYNAMIC. BECAUSE, WHILE DELAY IS ALWAYS PREJUDICIAL TO BRINGING A MATTER TO ITS QUICK AND COST EFFECTIVE CONCLUSION, IT HAS AN AUXILIARY PREJUDICE IN INVOLUNTARY CASES BECAUSE THE DEBTOR IS FREE TO CREATE OBLIGATIONS THAT WILL BECOME INVOLUNTARY GAP

CLAIMS AND LEAPFROG AHEAD IN PRIORITY TO THE CLAIMS OF THE CREDITORS THAT BROUGHT THE ACTION.

AND THAT PARTICULAR FORM OF PREJUDICE IS RENDERED ALL THE MORE DISTURBING BECAUSE THERE'S NO WAY TO MONITOR IT, NO WAY TO QUANTIFY IT. MR. LOPEZ IS OUT THERE. MAYBE HE'S NOT CREATING INVOLUNTARY GAP CLAIMS AND PERHAPS HE IS. BUT THE RISK IS THAT THE UTILITY OF THE REMEDY OF INVOLUNTARY BANKRUPTCY AS A CREDITOR'S REMEDY IS SUBJECT TO THIS FORM OF DILUTION, SIMPLY BECAUSE THE ALLEGED DEBTOR REFUSES -- I WANT TO UNDERSCORE THAT -- REFUSES TO COMPLY WITH THE DISCOVERY IN GOOD FAITH.

WE ARE TRYING TO NARROW THE ISSUES WITH THE EVIDENCE THAT'S AVAILABLE SO THAT WE CAN PROCEED IN THE SECOND PHASE, AS WE DID IN THE FIRST, TO PRESENT THE ISSUES TO THE COURT IN A SUMMARY JUDGMENT FASHION, BECAUSE WE THINK THIS CASE IS AMENABLE TO SUMMARY JUDGMENT.

AND MR. LOPEZ IS JUST VERY ADROITLY BLOCKING THAT WITH THIS PASSIVE/AGGRESSIVE TACTIC OF HIS, WHERE HE DOESN'T REPLY AT ALL UNTIL HIS BACK IS ABSOLUTELY TO THE WALL AND SOME DRACONIAN CONSEQUENCE MIGHT BEFALL HIM. AND THEN HE'LL RESPOND, BUT HE WON'T REALLY RESPOND IN GOOD FAITH. HE GIVES YOU A PARITY OF GOOD-FAITH, THAT DOES NOT ADVANCE THE PURPOSES OF DISCOVERY.

NOW, WE SHOULDN'T HAVE TO WAIT UNTIL HIS BACK IS AGAINST THE WALL TO GET OUR RESPONSES. WE'RE ENTITLED TO OUR RESPONSES THIRTY DAYS AFTER THEY'RE SERVED, THIRTY-THREE WHEN THEY'RE SERVED BY MAIL.

AND WE'RE LONG PAST THAT WITH THESE DISCOVERY REQUESTS THAT WERE PROMULGATED BACK IN NOVEMBER. AND AS THE OBJECTION DISCLOSES, THE ALLEGED DEBTOR IS WELL AWARE THAT WE'RE DOING, ONCE AGAIN, WHAT WE DID IN THE FIRST PHASE; WE'RE USING THE WRITTEN DISCOVERY AS, TO SORT OF TEE UP THE ISSUES FOR OUR, DEPOSITION EXAMINATION, WHICH IS THE NORMAL WAY TO PROCEED.

SO BY HINDERING AND DELAYING THE DISCOVERY PROCESS IN THE WRITTEN PHASE, HE NATURALLY DEFERS THE ORAL EXAMINATION, WHICH IN TURN DEFERS, ONCE AGAIN, THE DAY OF RECKONING. AND ALL THE WHILE HE'S FREE TO BE OUT THERE INCURRING FURTHER GAP CLAIMS.

SO I THINK THAT WHAT WE'VE SUGGESTED IN OUR PAPERS IS THE APPROPRIATE RESPONSE. NUMBER ONE, THE DEFERRED MONETARY SANCTIONS THAT THE COURT ORIGINALLY AWARDED OF \$42 000 -- EXCUSE ME, I'M DREAMING -- \$4,242. SHOULD BE IMPOSED.

THE -- I DON'T THINK THAT THE RESULT THE COURT HAD HOPED TO ACHIEVE BY DEFERRING IT HAS BEEN ACHIEVED. I DON'T THINK IT EVER WILL BE ACHIEVED. I THINK THAT THIS IS JUST MR. LOPEZ'S LITIGATION TACTIC; HALT, HINDER AND DELAY AND MAYBE I'LL HAVE TO ANSWER SOMEDAY.

THE EVIDENTIARY SANCTIONS THAT WE'VE REQUESTED, I THINK, ARE APPROPRIATE. AND THEY WILL FACILITATE THE PURPOSE OF DISCOVERY, BECAUSE THEY NARROW THE ISSUES FOR US, EVEN WITHOUT THE COOPERATION OF THE ALLEGED DEBTOR.

SO WE WOULD REQUEST THAT THE EVIDENTIARY SANCTIONS BE

IMPOSED AS REQUESTED, AND THAT THE MONETARY SANCTION BE AWARDED FORTHWITH, WITH A DATE CERTAIN ESTABLISHED AS TO WHEN THAT SECTION SHOULD BE PAID.

THE COURT: MR. HAYES.

MR. HAYES: YOUR HONOR, THANK YOU. I HAVE A COUPLE OF COMMENTS.

THE FIRST ONE IS, I WANTED TO COMMENT ON THIS, THE REQUEST I'VE MADE OF MR. KEEHN FOR ANOTHER ONE OR TWO DAYS. I'VE HAD -- MR. LOPEZ LIVES IN FLORIDA, AND I HAVE A HARD TIME COMMUNICATING WITH HIM. WE COMMUNICATE BY E-MAIL AND I HAVE HIS CELL PHONE, AND INEVITABLY, I CATCH HIM WHEN HE'S PICKING HIS KIDS UP OR HE'S IN A STORE OR SOMETHING AND THERE'S THE THREE-HOUR TIME GAP.

ANYWAY, I SPOKE TO HIM VERY BRIEFLY A COUPLE OF TIMES. I SAID, LOOK, WE HAVE TO GET THEM MORE DOCUMENTS.

THERE'S -- MR. KEEHN SENT ME THIS LETTER, WHAT ARE WE GOING TO DO? WE DISCUSSED IT REAL QUICKLY. AND FINALLY, THE TIME CAME WHERE HE ABSOLUTELY HAD TO FILE A RESPONSE, AND THAT'S WHEN I SENT THE E-MAIL TO MR. KEEHN SAYING, GIVE ME ANOTHER DAY OR TWO.

THE FOLLOWING DAY I SPOKE TO MR. LOPEZ AT GREAT LENGTHS. AND WE WENT THROUGH THE LETTER ONE BY ONE. AND I MEAN, THERE ISN'T ANYTHING ELSE WE CAN COME UP WITH. THERE ISN'T ANY OTHER DOCUMENTS EXCEPT THIS ISSUE WITH THE WIFE. THERE ISN'T ANY DOCUMENTS THAT HAVEN'T BEEN TURNED OVER. THERE ISN'T ANY, ANY MORE EXPLANATION OR, OR, MORE DETAILS THAT WE COULD GIVE, OTHER THAN REALLY REPEAT INFORMATION

THAT'S ON VARIOUS -- OF THE MANY STATEMENTS THAT HAVE BEEN TURNED OVER I BELIEVE MANY TIMES BY NOW.

BUT, ADDRESSING THE MOTION, THE MOTION HAS TWO PARTS. ONE IS GRANT THESE SANCTIONS, WHICH I, FRANKLY, BELIEVE HAS ALWAYS BEEN THE GOAL. AND THE SECOND IS THESE EVIDENTIARY SANCTIONS.

AS FAR AS THE SANCTIONS, THE \$4000. I JUST WANT TO SAY AGAIN, I JUST DON'T THINK THERE'S ANY OTHER DOCUMENTS THAT CAN BE TURNED OVER OTHER THAN MRS. LOPEZ'S DOCUMENTS, THERE ARE NO OTHER DOCUMENTS THAT CAN BE TURNED OVER THAT HAVEN'T ALREADY BEEN TURNED OVER.

I BROUGHT MR. LOPEZ'S FIRST DEPOSITION. IT'S 240-SOMETHING PAGES. THIS IS WELL MORE THAN A YEAR AGO. THE REST OF THESE PAPERS ARE EXHIBITS. EVERY STATEMENT OF EVERY ONE OF HIS BILLS OF THE TWENTY OR SO CREDITORS ARE ALL CONSUMER DEBTS. THIS IS WELL MORE THAN A YEAR OLD. MR. KEEHN HAS SENT OUT SEVERAL SUBPOENAS. I'M ACTUALLY NOT SURE WHAT HE'S GOTTEN FROM THOSE. WE PROVIDED MORE DOCUMENTS TWICE IN THIS GO AROUND. IF MR. KEEHN REALLY WANTED TO GET MOVING WITH THIS, JUST TAKE THE DEPOSITION AGAIN. HE'S BEEN TELLING ME HE'S GOING TO TAKE THIS DEPOSITION. HE SOMEHOW CAN'T BECAUSE HE REALLY -- THERE'S SOME MAGICAL PIECE OF PAPER THAT I'M NOT CLEAR ABOUT THAT HE HASN'T GOTTEN YET; AND THEREFORE, HE CAN'T GO FORWARD. THAT'S JUST RIDICULOUS.

WITH RESPECT TO THE DOCUMENTS IN MRS. LOPEZ'S POSSESSION, I'VE ACTUALLY NEVER MET MRS. LOPEZ. BUT I MEAN, MY WIFE

HAS A CHECKING ACCOUNT AND SHE CARRIES THE CHECKBOOK AROUND IN HER PURSE. AND I'D BE LOOKING FOR A DIVORCE ATTORNEY IF I WENT INTO HER PURSE AND FOUND HER CHECKBOOK AND STARTED SENDING OFF INFORMATION SOMEBODY HAPPENED TO BE SUING ME.

THE COURT: SO YOU'RE CONTENDING THIS IS ALL SEPARATE PROPERTY, AND HE HAS NO INTEREST WHATSOEVER IN THE FUNDS THAT SHE ADMINISTERS OR THE DEBT SHE'S INCURRED WHETHER IT'S A LEHMAN BROTHERS, OR THE MORTGAGE ON THE HOUSE OR ANY OF THOSE KINDS OF THINGS?

MR. HAYES: I DON'T KNOW IF I'D GET INTO WHETHER IT'S COMMUNITY PROPERTY OR NOT. BUT IF THEY WANT, I MEAN, THEY CAN GO AFTER HER. THEY CAN SUBPOENA HER OR THEY CAN COME IN WITH SOME SORT OF EVIDENCE OF WHY THEY HAVE THE RIGHT TO MAKE MR. LOPEZ --

THE COURT: SO WHAT'S YOUR THEORY, WHAT'S YOUR THEORY ON WHY SHE DOESN'T HAVE TO PROVIDE AN ANSWER WITH RESPECT TO WHAT SHE HAS OR HOLDS OR PAYS, PARTICULARLY, IF HE'S GOT SOME OBLIGATION OR LIABILITY ON IT?

MR. HAYES. THEY HAVEN'T ASKED HER. THEY'RE ASKING HIM.

THE COURT: NO. THAT'S NOT MY QUESTION. MY QUESTION IS, WHAT'S YOUR THEORY FOR WHY HE DOESN'T HAVE TO ANSWER THAT QUESTION?

MR. HAYES: THAT'S HER RIGHT TO PRIVACY.

THE COURT: SO IT'S HER RIGHT TO PRIVACY, BECAUSE IT'S SOME SEPARATE INTEREST OF HERS OR WHAT?

WHERE DOES SHE HAVE A RIGHT TO PRIVACY ON SOMETHING THAT

YOU SAY YOU DON'T GET TO THE COMMUNITY PROPERTY QUESTION. I MEAN, HE'S GOT A COMMUNITY PROPERTY INTEREST IN IT, IF HE'S GOT A STATE STATUTORY RIGHT TO CO-MANAGEMENT OF COMMUNITY ASSETS OR ANYTHING ELSE THAT I HAVE NO IDEA WHAT FLORIDA LAW PROVIDES.

I'M ASKING YOU WHAT YOUR THEORY IS FOR WHY HE DOESN'T HAVE TO ANSWER IT?

MR. HAYES: WELL, FOR ONE THING, FLORIDA IS NOT COMMUNITY PROPERTY. AND I DON'T KNOW HOW FLORIDA LAW IS. BUT WHAT I FOCUSED ON IS MR. LOPEZ, GO TO YOUR WIFE AND GET THESE DOCUMENTS.

THE COURT: NO, POSSESSION -- YOU KNOW, WHAT DOES HE HAVE IN HIS POSSESSION OR CONTROL? WHAT DOES HE HAVE? HAS HE PRODUCED EVERYTHING THAT'S IN HIS POSSESSION OR CONTROL WITH RESPECT TO THAT?

MR. HAYES: OH, ABSOLUTELY. BUT THAT'S --

THE COURT: AND THAT'S INCLUDING AS TO HIS LIABILITY WITH RESPECT TO IT?

MR. HAYES: YES. AS FAR AS I KNOW. BUT THAT DOES RAISE THE QUESTION OF DOES -- IS WHAT'S IN HIS WIFE'S PURSE IN HIS POSSESSION OR CONTROL? I MEAN, THAT'S WHAT HE'S TELLING ME. I CAN'T --

THE COURT: NO. YOUR ANSWER IS, HE HAS NO INTEREST OR OBLIGATION IN THE LEHMAN BROTHERS OR THE MORTGAGE OR WHATEVER IT IS, THEN WHY DON'T YOU AGREE TO THOSE EVIDENTIARY SANCTIONS AS WELL? YOU SAY HE'S TURNED OVER EVERYTHING.

MR. HAYES: WELL, EVERYTHING THAT'S IN HIS POSSESSION OR HIS CONTROL WITHOUT GETTING DIVORCED; YES.

THE COURT: THEN THE ANSWER, IT SEEMS TO ME, IS THAT YOU AGREE TO THE EVIDENTIARY SANCTIONS, SAID THAT HE CANNOT PRODUCE ANYTHING HE HAS NOT ALREADY PRODUCED, COME TIME OF TRIAL WITH RESPECT TO THE ISSUE THAT WE'LL BE LITIGATING IN THIS PHASE 2 OF THIS ISSUE.

MR. HAYES: I MIGHT DO THAT. I HADN'T THOUGHT OF IT, MYSELF.

I WAS FOCUSING ON THE MOTION, WHICH BASICALLY ASKED YOU TO GRANT SUMMARY JUDGMENT TODAY. BUT I WOULD AGREE WITH THE THEORY THAT THINGS -- HE SHOULDN'T BE ABLE TO COME IN WITH SOMETHING AFTER THIS, OR HE SHOULDN'T BE ABLE TO, "QUOTE," "UNQUOTE," FIND SOMETHING, YOU KNOW, TWO DAYS BEFORE TRIAL.

AND I DO BELIEVE EVERYTHING'S BEEN TURNED OVER.

THE COURT: WELL, THAT'S WHAT MR. KEEHN IS -- I HAVE NO IDEA WHAT HIS STRATEGY IS, BUT THAT'S AT LEAST WHAT HE'S ASKING FOR IN THE CONTEXT OF THIS MOTION, BECAUSE HE WANTS TO BE ABLE TO CLOSE THE BOOK AND THEN GO TAKE YOUR CLIENT'S DEPO KNOWING THAT YOUR CLIENT IS NOW PRECLUDED FROM STEPPING UP AND SAYING OH, BUT HERE'S THIS, AND HERE'S THIS AND HERE'S THAT; AND NOT EVER HAVING HAD A CHANCE TO LOOK AT IT OR INDEPENDENTLY VALIDATE IT FROM THIRD PARTIES OR ANY OF THOSE KINDS OF THINGS.

YOU WOULDN'T WALK INTO A DEPO BLIND THAT WAY. I'M CONFIDENT OF THAT.

MR. HAYES: NO. YOU KNOW, WHAT I WAS FOCUSING ON IS THE MOTION SAYS ELIMINATE ALL EVIDENCE ENTIRELY REGARDING EACH ONE OF THESE CATEGORIES; NOT JUST ELIMINATE -- NOT JUST HAVE AN EVIDENTIARY SANCTION THAT WE CAN'T FIND, "QUOTE," "UNQUOTE," FIND MORE DOCUMENTS.

I THINK I WOULD AGREE TO THAT. WHATEVER DOCUMENTS HAVEN'T BEEN TURNED OVER UP TO NOW, I WOULD AGREE TO THAT.

THE COURT: OKAY.

MR. HAYES: I'M NOT SURE I -- YOU KNOW, HE JUST FOUND A JOB AND HE DOESN'T HAVE \$4,400. AND I DON'T KNOW WHAT ELSE I CAN SAY.

YOU SAID, YOU'RE NOT SURE WHAT MR. KEEHN'S STRATEGY IS. I MEAN, IF THEY REALLY WANTED THIS CASE TO BE FINISHED, THEY WOULD HAVE TAKEN HIS DEPOSITION SIX OR EIGHT MONTHS AGO.

THE COURT: I WOULDN'T HAVE. I WAS A LITIGATOR FOR A BUNCH OF YEARS. I'M NOT WALKING INTO A DEPOSITION WHEN THERE'S A WHOLE BUNCH OF DOCUMENTS OUT THERE AND HAVE THEM SURPRISE ME.

MR. HAYES: WELL, I DON'T THINK THERE ARE.

THE COURT: WELL --

MR. HAYES: FOR MONTHS THERE HAVEN'T BEEN A WHOLE BUNCH OF DOCUMENTS OUT THERE, BUT ALL RIGHT, I HAVE NOTHING FURTHER.

THE COURT: OKAY. MR. KEEHN.

MR. KEEHN: YES. THANK YOU, YOUR HONOR.

IN ADDITION TO THE REASONS THAT YOU'VE ALLUDED TO AS TO

WHY YOU WOULDN'T TAKE THE DEPOSITION WITHOUT THE DOCUMENTS, THERE WERE RESPONSES THAT MR. LOPEZ GAVE IN HIS ORIGINAL DEPOSITION A YEAR AGO, NOW, THAT TO THE EFFECT THAT, WELL THERE ARE MORE DOCUMENTS. I JUST HAVE TO LOOK AT THEM. AND OBVIOUSLY THAT'S A DOOR WE NEED TO CLOSE. IF WE GET THE EVIDENTIARY SANCTIONS, AS MR. HAYES SUGGESTED, WE'VE CLOSED THE DOOR.

AND I, IN TERMS OF THE -- IF HE'S AGREEING TO THE SANCTIONS THEN I DON'T NEED TO ADDRESS HOW HELLACIOUS THIS ARGUMENT OF MARITAL STRESS IS CONCERNED. I DID HAVE SOME DOCUMENTS THAT WERE RECENTLY FILED IN THE DISTRICT COURT THAT BLOW THAT OUT OF THE WATER. BUT IF HE'S AGREEING TO IT, I WON'T ADDRESS IT.

AS FAR AS THE MONETARY SANCTION IS CONCERNED, YOUR HONOR, THIS -- WE TRIED TO CLOSE THE DOOR IN A PROCESS THAT BEGAN SEVEN MONTHS AGO. I SHOULDN'T BE HERE SEVEN MONTHS LATER CLOSING IT ON A CAPITULATION TO A SECOND MOTION TO COMPEL THAT I SHOULDN'T HAVE HAD TO FILE.

IF THERE REALLY ARE NO DOCUMENTS, THEN WHY IS THE RESPONSE, WELL, THERE'S MORE THINGS I NEED TO CHECK AND I CAN'T BE SURE. IF THERE REALLY ARE NO DOCUMENTS, THEN WHY WAS THAT ANSWER NOT GIVEN BACK IN MAY? WHY WAS IT NOT GIVEN BACK IN DECEMBER WHEN IT WOULD HAVE BEEN TIMELY? THERE'S NO EXPLANATION FOR THAT.

THIS IS EXACTLY THE KIND OF GAMESMANSHIP THAT RULE ONE OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE ABHORS. THE PURPOSE OF THE RULES, THEMSELVES, IS TO PROVIDE A

MECHANISM AND A FRAMEWORK FOR THE RAPID AND FAIR
RESOLUTION OF ISSUES.

NOW, ONE COMMENT, SORT OF, AT LEAST I INFERRED THE ARGUMENT
FROM THE FACT THAT WE HAVE TWO TO THREE INCHES OF PAPER
FROM THE ORIGINAL DEPOSITION. AND WHY ARE WE STILL HERE
A YEAR LATER?

IN ADDITION TO NOT HAVING THE DOCUMENTS PRODUCED, WE ALSO
HAVE THE POINT THAT THIS CASE WAS BIFURCATED AT MR. LOPEZ'S
REQUEST. THERE WERE MANY QUESTIONS THAT I COULD EASILY
HAVE ASKED THE FIRST GO AROUND THAT MIGHT HAVE OBTAINED
THE NEED FOR FURTHER DEPOSITION, OR AT LEAST REDUCED IT.
I COULDN'T BECAUSE OF THE CONSTRAINTS PLACED BY THE
BIFURCATION ORDER. AND I TRIED TO ADHERE TO THAT ORDER.
SO I HAVE TO TAKE HIS DEPOSITION YET A SECOND TIME.
AND THEN ONE OF THE LAST REMARKS THAT COUNSEL MADE, I
THINK, UNDERSCORES THE NEED FOR THE SANCTIONS HAVING BEEN
IMPOSED BECAUSE IT HIGHLIGHTS THE GAMESMAN-LIKE APPROACH
THAT MR. LOPEZ HAS TAKEN. AND THAT, THAT COMMENT WAS, HE
JUST GOT A JOB.

WELL, IF BY THAT HE'S REPRESENTING TO THE COURT THAT UP
UNTIL THIS TIME HE'S BEEN UNEMPLOYED, I THINK THAT
EXACERBATES THE CULPABILITY OF MR. LOPEZ IN NOT TIMELY
RESPONDING. WHAT ELSE WAS HE DOING? WAS HE REALLY
SPENDING FORTY HOURS A WEEK LOOKING FOR A JOB?

IF HE WAS UNEMPLOYED, CERTAINLY HE WOULD HAVE HAD MORE TIME
AVAILABLE TO TEND TO HIS DUTIES AS A LITIGANT THAN A
FULLY-EMPLOYED INDIVIDUAL WOULD. AND EVEN A

FULLY-EMPLOYED INDIVIDUAL IS EXPECTED TO RESPOND AND RESPOND TIMELY TO DISCOVERY OBLIGATIONS.

AS I SAID IN THE BEGINNING, WE DON'T KNOW TODAY, AND WE WON'T KNOW UNTIL THAT ORDER FOR RELIEF IS ENTERED AND SCHEDULES ARE FILED, IF THAT EVER HAPPENS. HOW MUCH THIS ESTATE AND THE GENERAL UNSECURED CREDITORS THAT BROUGHT THIS POSITION HAVE BEEN PREJUDICED BY THIS DELAY AND THE INCURRING OF GAP CLAIMS?

I THINK THAT MESSAGE THE COURT SENT THE FIRST TIME TO MR. LOPEZ WAS, I'LL GIVE YOU ANOTHER CHANCE. I THINK THE MESSAGE THAT THE COURT NEEDS TO SEND TO MR. LOPEZ NOW IS, THIS ISN'T A GAME. AND THERE AREN'T ANY MORE CHANCES. AND YOU DIDN'T PLAY BY THE RULES, AND SO THE SHIELD THAT I PUT IN FRONT OF YOU BEFORE, IS NOW DOWN. AND THESE SANCTIONS ARE DUE AND PAYABLE.

THE COURT: WELL, IN MY VIEW, AT LEAST AT THIS POINT IN TIME AND ON THE PRESENT STATE OF THE RECORD, THE EVIDENTIARY SANCTIONS ARE WARRANTED, AND WILL BE ORDERED IN THE FOLLOWING RESPECTS:

WITH RESPECT TO DEBTOR'S RESPONSE TO REQUEST FOR ADMISSION NUMBER FIVE, THAT WILL BE, AND THE DEBTOR HAS AGREED, THAT WILL BE AN UNQUALIFIED ADMISSION;

DEBTOR WILL BE PROHIBITED FROM PROVIDING EVIDENCE OF PAYMENTS FROM NOVION BETWEEN JANUARY 1 OF 2005 TO JULY 1 OF 2005;

DEBTOR WILL BE PROHIBITED FROM PROVIDING EVIDENCE OF PAYMENTS OF CASH RECEIVED FROM JANUARY 1, 2005 TO JULY 1,

2005;

DEBTOR WILL BE PROHIBITED FROM PROVIDING EVIDENCE OF PAYMENTS OF CASH RECEIVED BY HIS WIFE BETWEEN JANUARY 1, 2005 AND JULY 1 OF 2005. AND I WILL ADD, AS TO THESE PROHIBITIONS, THAT'S TO THE EXTENT NOT ALREADY DISCLOSED TO THE MOVING CREDITORS, THE PETITIONING CREDITORS. IF IT'S BEEN DISCLOSED, THEN IT'S THERE. THERE'S NO PRECLUSION OF USE OF THAT INFORMATION IF IT'S BEEN PREVIOUSLY PROVIDED TO THE PETITIONING CREDITORS, IN THE CONTEXT OF THE DISCOVERY OF THIS CASE;

THE DEBTOR WILL BE PROHIBITED FROM PROVIDING ANY EVIDENCE OF A DEBT IN FAVOR OF LEHMAN BROTHERS OR ANY PAYMENT TO LEHMAN BROTHERS AS OF THE PETITION DATE EXCEPT TO THE EXTENT AND SAME PROVISIO, EXCEPT TO THE EXTENT ALREADY DISCLOSED TO THE COUNSEL FOR PETITIONING CREDITORS;

AND, DEBTOR WILL BE PROHIBITED FROM PROVIDING EVIDENCE OF DEBT IN FAVOR OF AMERICAN EXPRESS, BANK OF AMERICA, BANK CARD, CINGULAR, CITI CARD, HOUSEHOLD BANK, NORTHWEST FLORIDA DAILY NEWS, CITIBANK QUICKEN, TEXACO, VERIZON, UNION BANK, OR MR. GORRILL OR ANY PAYMENT TO ANY OF THEM AS OF THE PETITION DATE, EXCEPT TO THE EXTENT ALREADY PROVIDED THE COUNSEL FOR PETITIONING CREDITORS IN THE CONTEXT OF THE DISCOVERY IN THIS MATTER.

AS TO THE MONETARY SANCTIONS, I AM, AGAIN, GOING TO DEFER AWARDDING THOSE. BUT THEY REMAIN THE SORT OF DAMOCLES OVER MR. LOPEZ. BECAUSE I DON'T KNOW THE ANSWER TO SOME OF MR. KEEHN'S SPECULATION AS TO WHAT'S GOING ON. MR. KEEHN

IS CONVINCED THAT THIS IS A GAME THAT MR. LOPEZ IS PLAYING.
I'M NOT YET CONVINCED OF THAT.

SO EVENTUALLY WE WILL GET TO THE ANSWER ONE WAY OR THE
OTHER. AND ONCE I KNOW THE ANSWER, I'LL APPLY THEM, IF
I DEEM THAT'S APPROPRIATE AT THE TIME. BUT THE
EVIDENTIARY SANCTIONS AT THIS POINT IN TIME ARE WARRANTED.
I'LL SIGN AN ORDER TO THAT EFFECT.

MR. KEEHN: THANK YOU, YOUR HONOR.

THE COURT: OKAY. NOW, WE HAVE A STATUS CONFERENCE.
TIMING.

ARE YOU, NOW, LOOKING AT THE DEPOSITION, MR. KEEHN?

MR. KEEHN: I AM. AND CONSISTENT WITH THE LOCAL
RULES, I NEED TO CONFER WITH COUNSEL AS TO AVAILABLE DATES.

MR. HAYES: I HAVE TO BE BACK HERE JULY 31ST. THAT'S
A LITTLE QUICK, BUT I'M GOING TO BE HERE ANYWAY.

THE COURT: JULY 31ST? THAT'S A TUESDAY.

MR. KEEHN: YES.

THE COURT: WHAT TIME IS YOUR HEARING ON THE 31ST?

MR. HAYES: AT 10:00. IT'S A SUMMARY JUDGMENT MOTION,
SO IT COULD BE IN THE AFTERNOON; SUMMARY JUDGMENT MOTION
THAT HASN'T BEEN FILED.

THE COURT: WE COULD DO 2:00 P.M. ON THE 31ST. DOES
THAT WORK?

MR. KEEHN: IT'S CLEAR ON MY CALENDAR, YOUR HONOR.

MR. HAYES: 2:00?

THE COURT: OKAY. AND WE'LL DO THAT AS A FURTHER
STATUS CONFERENCE. BUT IN THE MEANTIME, I ASSUME THE TWO

OF YOU WILL MEET AND CONFER ON A DEPOSITION DATE. AND THEN
ONCE THE DEPOSITION IS CONCLUDED, I ASSUME MR. KEEHN,
YOU'RE PLANNING A MOTION?

MR. KEEHN: I AM.

THE COURT: JUST SO MR. HAYES SEES WHAT'S COMING AND
THEN WE'LL -- ONCE THAT MOTION'S DECIDED, WE'LL KNOW WHERE
WE GO NEXT, IF ANYWHERE.

MR. HAYES: GREAT.

MR. KEEHN: THANK YOU, YOUR HONOR.

MR. HAYES: THANK YOU, YOUR HONOR.

THE COURT: ALL RIGHT. WE'LL BE IN RECESS.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, LYNETTE ALVES, OFFICIAL REPORTER, DO HEREBY
CERTIFY:

THAT I REPORTED IN SHORTHAND THE PROCEEDINGS
HELD IN THE FOREGOING CAUSE ON THE 25TH DAY OF JUNE, 2007;
THAT MY NOTES WERE LATER TRANSCRIBED INTO TYPEWRITING
UNDER MY DIRECTION; AND, THAT THE FOREGOING TRANSCRIPT
CONTAINS A CORRECT STATEMENT OF THE PROCEEDINGS.

DATED THIS _____ DAY OF _____, 2007.

LYNETTE ALVES, CSR #12534, RPR #61256

TAB 114

CSD 1183/111894
 Name, Address, Telephone No. & I.D. No.
 L. Scott Keehn (SBN 61691)
 Leslie F. Keehn (SBN 199153)
 KEEHN & ASSOCIATES, APC
 402 West Broadway, Suite 1210
 San Diego, California 92101
 Telephone: (619) 400-2200
 Attorneys for Petitioning Creditors

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
 325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

BANKRUPTCY NO. 05-05926-PBINV

Tax I.D. (EIN) #: _____/S.S.#:XXX-XX-____ Alleged Debtor.

NOTICE OF HEARING AND MOTION

TO: Alleged Debtor, Francis J. Lopez, Other Parties in Interest, and their Attorneys of Record

YOU ARE HEREBY NOTIFIED that on November 19, 2007, at 2:00 p.m., in Department No. 4, Room 328 the Jacob Weinberger United States Courthouse, located at 325 West "F" Street, San Diego, California 92101-6991, there will be a hearing regarding the motion of the Petitioning Creditors, For an Enforcement Order Imposing Monetary Sanctions Against the Debtor.

Any opposition or other response to this motion must be served upon the undersigned and the original and one copy of such papers with proof of service must be filed with the Clerk of the U.S. Bankruptcy Court at 325 West "F" Street, San Diego, California 92101-6991, NOT LATER THAN FOURTEEN (14)¹ DAYS FROM THE DATE OF SERVICE.

DATED: October 19, 2007

//s// L. Scott Keehn
 [Attorney for] Moving Party

¹If you were served electronically or by mail, you have three (3) additional days to take the above-stated actions. **ASA 0315**

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on 19th day of October, 2007, I served a true copy of the within NOTICE OF MOTION AND HEARING, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN ENFORCEMENT ORDER IMPOSING MONETARY SANCTIONS AGAINST THE DEBTOR, and DECLARATION OF L. SCOTT KEEHN RE: MOTION FOR AN ENFORCEMENT ORDER IMPOSING MONETARY SANCTIONS AGAINST THE DEBTOR by [describe here mode of service]

FIRST CLASS MAIL

on the following persons [set forth name and address of each person served] and/or as checked below:

☒ Attorney for Debtor (if required):

M. Jonathan Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard St., Suite 840
Woodland Hills, CA 91367

☐ See attached Service List

<input checked="" type="checkbox"/>	For Chpt. 7, 11, & 12 cases:	<input type="checkbox"/>	For ODD numbered Chapter 13 cases:	<input type="checkbox"/>	For EVEN numbered Chapter 13 cases:
	UNITED STATES TRUSTEE Department of Justice 402 West Broadway, Suite 600 San Diego, CA 92101		THOMAS H. BILLINGSLEA, JR., TRUSTEE 530 "B" Street, Suite. 1500 San Diego, CA 92101		DAVID L. SKELTON, TRUSTEE 525 "B" Street, Suite 1430 San Diego, CA 92101-4507

I certify under penalty of perjury that the foregoing is true and correct.

Executed on October 19, 2007
(Date)

//s// Lisa L. Keehn
(Typed Name and Signature)

402 West Broadway, Suite 1210
(Address)

San Diego, CA 92101
(City, State, ZIP Code)

ASA 0316

TAB 114-1

1 L. Scott Keehn, SBN 61691
 Leslie F. Keehn, SBN 199153
 2 **KEEHN & ASSOCIATES**
 A Professional Corporation
 3 402 West Broadway, Suite 1210
 San Diego, California 92101
 4 Telephone: (619) 400-2200

5 Attorneys for **Petitioning Creditors**

6
 7
 8 **UNITED STATES BANKRUPTCY COURT**
 9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
 10

11 In Re:

12 FRANCIS J. LOPEZ,
 13 Alleged Debtor.

) Case No. 05-05926-PBINV
)
)

) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN SUPPORT OF MOTION**
) **FOR AN ENFORCEMENT**
) **ORDER IMPOSING MONETARY**
) **SANCTIONS AGAINST THE DEBTOR**

) **[BIFURCATED PHASE II]**
)
)

) Date: November 19, 2007
) Time: 2:00 p.m.
) Judge: The Honorable Peter W. Bowie
) Ctrm: 4
)
)
)

19
 20 Pursuant to Rule 37(b) of the Federal Rules of Civil Procedure ("FRCP"), made applicable
 21 to these proceedings by Rule 9014(c) of the Federal Rules of Bankruptcy Procedure ("FRBP"),
 22 Petitioning Creditors respectfully submit their Motion for an Order from this Court imposing
 23 monetary sanctions against Lopez in the amount of **\$12,133.50**, consisting of actually-incurred
 24 legal fees as follows: (a) \$3,155.00 for preparing this motion; (b) \$2,164.50 for preparing the
 25 necessary documents and questions for Lopez's deposition; (c) \$224.00 for conferring with
 26 Lopez's attorney regarding Lopez's *last minute* failure to appear for his deposition; and
 27 (d) \$6,590.00 for preparing Petitioning Creditors' renewed motion for the monetary sanctions
 28 originally requested on May 24, 2007.

KEEHN & ASSOCIATES, APC
 ATTORNEYS AND COUNSELORS AT LAW
 402 WEST BROADWAY, SUITE 1210
 SAN DIEGO, CALIFORNIA 92101
 TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

I. INTRODUCTION

“Unless Rule 37 is perceived as a credible deterrent rather than a ‘paper tiger,’ . . . the pretrial quagmire threatens to engulf the entire litigative process.”¹

This is the second sanctions motion Petitioning Creditors have brought to redress discovery abuses by the Alleged Debtor — Francis J. Lopez ("Lopez").² Lopez's unreasonable and unjustified delay tactics have dragged the discovery portion of Phase II of this case out for almost a year, and — despite the imposition of evidentiary sanctions, multiple admonishments from this Court, and the threat of \$4,242 in monetary sanctions — Lopez remains undeterred. As set forth below, for the past three months, Petitioning Creditors have been attempting to take Lopez's deposition. True to form, Lopez feigns cooperation, and then, at the last minute, proffers some excuse as to why he can not comply.

On June 25, 2007, counsel for Lopez (Jonathan Hayes) and Petitioning Creditors (Scott Keehn) conferred in person regarding Petitioning Creditors' request to take Lopez's deposition. At that time, Mr. Keehn stated that he would like to calendar Lopez's deposition before July 31, 2007 because he would be out of the office for virtually the entire month of August. The attorneys agreed that either July 20 or July 27 would work on their calendars, and Mr. Hayes stated that he would inquire as to Lopez's availability on those dates. Three days later, on June 28, 2007, Mr. Hayes emailed Mr. Keehn the following message: *"I have spoken to my client about the deposition dates we discussed, July 20 or 27. He is checking his calendar. I will let you know **shortly**."* (Emphasis added.)

Twenty-two days later — in the early evening of July 20, 2007 — Mr. Hayes transmitted an email suggesting, for the first time, July 31, 2007, as an available date for the deposition. Given that July 31, 2007 would be Mr. Keehn's last day in the office before a 30-day vacation, he knew he would be fully consumed with matters necessary to be completed in preparation for that

¹ *Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp.*, 602 F.2d 1062, 1064 (2nd Cir. 1979).

² See, Docket Item 105 (Petitioning Creditors' "Motion for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor; and (2) Imposing Evidentiary Sanctions Against the Debtor").

1 absence. Because of that, and because of the fact that he had received absolutely no
 2 communication from Mr. Hayes' office following the June 28, 2007 email, Mr. Keehn issued and
 3 mailed to Mr. Hayes a notice of Lopez's deposition for Tuesday, September 11, 2007, at 9:00 a.m.
 4 in San Diego.

5 On July 31, 2007, this Court conducted a Status Conference wherein Mr. Keehn reported
 6 to the Court the events summarized above, including the fact that Petitioning Creditors had
 7 noticed Mr. Lopez's deposition for September 11, 2007. Mr. Hayes stated in open court that he
 8 would communicate that information to Mr. Lopez, and inform Petitioning Creditors if Lopez
 9 could not attend his deposition on the scheduled date. That was the last Petitioning Creditors
 10 heard from Mr. Hayes until September 10, 2007.

11 Reasonably assuming Lopez's deposition would proceed on September 11, 2007, the office
 12 of the counsel for Petitioning Creditors spent a total of 7.7 hours (constituting attorney and
 13 paralegal time) to prepare the necessary documents and questions. Petitioning Creditors were
 14 billed \$2,164.50 for that time.

15 In the afternoon of September 10, 2007 — less than 24 hours before the deposition was
 16 scheduled to begin — Lopez's attorney sent Mr. Keehn a brief email stating that Lopez was
 17 "*unable to make travel arrangements for the deposition tomorrow.*" The email suggested October
 18 8, 2007 or October 22, 2007 as possible dates for the deposition. Lopez's deposition is currently
 19 scheduled for October 22, 2007 at 9:30 a.m. based on Mr. Hayes' representation that it was an
 20 acceptable date and time. This latest delay caused attorney Keehn to spend an additional 0.7
 21 hours conferring with attorney Hayes. Another 25.7 hours was spent reviewing the requisite
 22 evidence, and drafting the declarations in support of Petitioning Creditors renewed motion for the
 23 monetary sanctions originally requested on May 24, 2007. The bulk of that time was spent setting
 24 forth a clear, comprehensive record for this Court of Lopez's egregious history of delay and non-
 25 compliance with court orders.

26 As stated in open court on June 25, 2007,³ once Lopez's deposition is conducted,
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28 ³ See, 6/25/07 Transcript at p. 18. [Docket Item 110.]

Petitioning Creditors intend to prepare and file a summary judgment motion to establish that Lopez was in fact not paying his debts as they came due as of the date of the involuntary petition.

Lopez's past misconduct in this case mirrors his extensive misconduct in other litigation involving Lopez and Petitioning Creditor Alan Stanly in other San Diego courts, as detailed in the Declaration of Timothy P. Dillon filed herein on September 27, 2007, and incorporated herein by this reference.⁴ Considering Lopez's pervasive custom and practice of refusing to perform his duties as a litigant unless and until he is [forensically] bludgeoned into submission by the court, it appears clear that monetary sanctions must be imposed. Without a significant sanctions order, Petitioning Creditors do not believe that Lopez will ever voluntarily appear for, and participate in good faith at, his deposition in this case.

II. DISCUSSION

A. Monetary Sanctions are a Necessary and Appropriate Response to Lopez's Unreasonable Pattern of Delay, Avoidance and Willful Non-Compliance.

"Federal Rule of Civil Procedure 37 authorizes the district court, in its discretion, to impose a wide range of sanctions when a party fails to comply with the rules of discovery or with court orders enforcing those rules."⁵ Here, FRCP 37 is made applicable to these proceedings by FRBP 9014(c), and grants this Court broad discretion to tailor appropriate sanctions for Lopez's continued, unreasonable refusal to perform his duties as a litigant, and participate in discovery in a meaningful way.⁶

Where, as here, an alleged debtor has engaged in a course of conduct clearly designed to avoid his discovery obligations, even the seemingly "harsh" sanction of striking the debtor's answer and adjudicating him a bankrupt is both appropriate and necessary to avoid encouraging "a

⁴ See, Docket Item 111.

⁵ *Wyle v. R.J. Reynolds Industries, Inc.*, 709 F.2d 585, 589 (9th Cir. 1983).

⁶ *Matter of Visioneering Const.*, 661 F.2d 119, 123 (9th Cir. 1981) ("The bankruptcy court, faced with an obstreperous alleged bankrupt, unequivocally had the power to apply Fed.R.Civ.P. 37 sanctions for obstruction of discovery"); *In re Williams*, 215 B.R. 289, 299 (Dist. Ct. D.R.I. 1997) ("the choice and severity of the sanction imposed is a matter reserved to the sanctioning court's discretion").

1 blatant disregard for the discovery mechanism.”⁷ Such terminating sanctions are likewise
2 appropriate where, as here, a litigant’s “pattern of delay and avoidance” includes unreasonably
3 stonewalling a properly-noticed deposition.⁸ Petitioning Creditors are willing – for the moment –
4 to stop short of requesting terminating sanctions, and accept monetary sanctions to enable this
5 case to proceed forward to summary judgment on the merits.

6 Monetary sanctions are the “mildest” on the “spectrum of sanctions” provided in FRCP
7 37.⁹ Here, such sanctions may properly include the fees incurred in: (a) preparing for the
8 09/11/2007 deposition that was unreasonably cancelled at the last minute, (b) renewing the
9 05/24/2007 request for monetary sanctions, and (c) bringing the current motion for additional
10 sanctions.¹⁰ Payment of these amounts is a fair and proportionate response to Lopez’s misconduct
11 given that none of the expenses would have been incurred but for his unreasonable stonewalling.
12 Indeed, where a “proceeding has been caused entirely by [a party’s] failure to comply with their
13 discovery obligations, the Court could impose the entire cost of the proceeding on [that party].”¹¹
14 Requiring the offending party to pay for the expenses caused by their misconduct “sends a strong
15 message that playing ‘hide the ball’ in discovery does not go unpunished.”¹²

16
17 ⁷ *In re Rice*, 14 B.R. 843, 846 (9th Cir.BAP 1981); *Matter of Visioneering Const.*,
18 supra, 661 F.2d at 123 (court’s order striking alleged debtor’s answer was an appropriate sanction
19 since the debtor had “deliberately and obstinately refused to cooperate with discovery requests and
20 court orders”).

21 ⁸ *De Falco v. Oak Lawn Public Library*, 25 Fed.Appx. 455, 457 (7th Cir. 2001)
22 (terminating sanctions appropriate where the plaintiff “did not miss only a single discovery
23 deadline, and his refusal to attend his deposition flouted the district court’s order and exemplified
24 the delay and avoidance to which the court referred”); see also, (terminating sanction was proper
25 where defendant’s “flouting of the district court’s authority and [plaintiff’s] right to depose him
26 furnished adequate proof that he acted willfully”); *Shawmut Boston Intern. Banking Corp. v.*
27 *Duque-Pena*, 767 F.2d 1504, 1507 (11th Cir. 1985); *Ziontz v. Food Fair Stores, Inc.*, 31 F.R.D.
28 295 (E.D.Pa.1962).

⁹ *Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp.*, supra, 602 at
1066 (“The mildest [discovery sanction] is an order to reimburse the opposing party for expenses
caused by the failure to cooperate”).

¹⁰ *Goldman v. Alhadeff*, 131 F.R.D. 188, 192 (Dist. Ct. W.D.Wash. 1990).

¹¹ *L. Tarango Trucking v. County of Contra Costa*, 202 F.R.D. 614, 620 (Dist. Ct.
N.D.Cal. 2001).

¹² *Id.*

B. Sanctions Must be Imposed in Light of the Entire Record

“[S]anctions must be weighed in light of the full record in the case.”¹³ Here, it took Petitioning Creditors over six months to receive partial, inadequate responses to their written discovery. That portion of discovery has now concluded with this Court’s imposition of evidentiary sanctions prohibiting Lopez from proffering any evidence not produced pursuant to those written requests. The only remaining discovery is Lopez’s deposition, which Petitioning Creditors have been attempting to take for over 3 months. Petitioning Creditors would have preferred to schedule Lopez’s deposition back in January or February of this year, but were forced to delay that process by Lopez’s refusal to provide meaningful responses to the written discovery which Petitioning Creditors needed to review and analyze before concluding this discovery phase with Lopez’s deposition. “Only by requiring [Lopez] to pay for [Petitioning Creditors] preparation for and participation” in the unnecessary discovery proceedings can this Court redress the harm and prejudice inflicted on Petitioning Creditors and the judicial process.¹⁴

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¹³ *Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp.*, supra, 602 F.2d at 1068.

¹⁴ *L. Tarango Trucking v. County of Contra Costa*, supra, 202 F.R.D. at 620; see also, *G-K Properties v. Redevelopment Agency of City of San Jose*, 577 F.2d 645, 647 (9th Cir. 1978) (“Litigants who are willful in halting the discovery process act in opposition to the authority of the court and cause impermissible prejudice to their opponents”).

III. CONCLUSION

As stated supra, “sanctions must be weighed in light of the full record in the case.”¹⁵ Petitioning Creditors have now thoroughly set forth Lopez’s appalling record of ignoring his discovery obligations and *thumbing his nose* at this Court’s authority and orders. His conduct is inexcusable. Based on that, and on all of the foregoing, Petitioning Creditors respectfully request that this Court issue an Order imposing monetary sanctions against Lopez in the amount of \$12,133.50.

Dated: October 19, 2007

KEEHN & ASSOCIATES
A Professional Corporation

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¹⁵ *Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp.*, supra, 602 F.2d at 1068.